567

# SUPREME COURT OF THE UNITED STATES.

## No. 64.

## WILLIAM OLIVER AND MICAJAH T. WILLIAMS, APP'TS,

vs.

## ROBERT PIATT ET AL.

ON APPEAL FROM THE CIRCUIT COURT U. S. FOR THE DISTRICT OF OHIO.

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Pleas begun and held in the city of Cincinnati on the first Monday in the month of July, being the fourth day of the same month, in the year of our Lord one thousand eight hundred and forty-two, and of the American independence the sixty-sixth, before the honorable John McLean and Humphrey H. Leavitt, judges of the circuit court of the United States, within and for the seventh circuit and district of Ohio.

Among other proceedings had, were the following, to wit:

ROBERT PIATT, complainant,
vs.
WILLIAM OLIVER et als., respondents. } In chancery.

Be it remembered, that heretofore, to wit, on the twenty-first day of April, anno Domini one thousand eight hundred and thirty-six, came the complainant, by Messrs. Fox and Wright, his counsel, and filed, in the clerk's office of the court aforesaid, his certain bill in chancery against the said respondents, which said bill is in the words and figures following, to wit:

*Bill.*

"To the honorable the judges of the seventh circuit court of the United States, in and for the district of Ohio.

Humbly complaining, your orator, Robert Piatt, a citizen of and resident in the State of Kentucky, shows, that on or about the twentieth day of July, in the year eighteen hundred and seventeen, your orator and John H. Piatt, then living, but since deceased, William M. Worthington and Gorham A. Worth, being the equitable owners of the following described tracts of land, known as river lots, numbers one, two, eighty-six, and eighty-seven, in the United States reserve, of twelve miles square, on the Miami of Lake Erie; and Martin Baum, Jesse Hunt, now deceased, Jacob Burnet, William C. Schenck, William Barr, William Oliver, and Andrew Mack, being the owners in equity of the following described tracts, viz: numbers three and four, in the same reserve: it was agreed by and between said several parties so interested as aforesaid, that their several tracts so described as aforesaid, containing nine hundred and seventy-three acres of land, should be the common property of the several parties aforesaid; that is to say, the one undivided half should be owned and held by your orator and William M. Worthing[ton,] John H. Piatt and Gorham A. Worth, and the other undivided half should be owned by said Martin Baum, Jesse Hunt, Jacob Burnet, William C. Schenck, William Oliver, and Andrew Mack. It was further agreed that the several parties aforesaid, in the proportions aforesaid, should pay and discharge the un-

paid purchase money due upon said land, as the same should become due, to the United States, that is to say, the owners of each half should pay one-half of the purchase money, and other charges incurred in the management and disposition of said lands.

Your orator further shows, that after uniting their several interests as above stated, the certificates of purchase for said property, part of which was in your orator's name, and part in the name of William Oliver, were assigned and transferred to Martin Baum, as a trustee, to hold the land for the benefit of all concerned, who accepted the said trust, and acted as such trustee until the time of his death.

Your orator further charges, that after the consolidation of their rights as above set forth, the parties concerned agreed to lay out a town on said land, which was named Port Lawrence, and subdivided the same into lots, streets, &c.; and for the purpose of carrying more fully into effect their plans of laying out said town, Martin Baum, in his capacity of trustee as aforesaid, appointed said William Oliver, an agent for said parties interested, to act for said parties, and gave to him a letter of instructions dated 14th August, 1817, a copy of which is hereto attached, marked A, and made part of this bill. Said Oliver, also, at the same time, executed and delivered to said Baum, trustee as aforesaid, a bond, in the penal sum of $20,000, conditioned for the faithful performance of his duties as such agent, a copy of which is hereto attached, marked B, and made part of this bill.

And your orator further shows, that your orator and said William M. Worthington, John H. Piatt and Gorham A. Worth, in the month of July, 1817, purchased the following described parcels of land in the United States land office, at public sale, at the rate of two dollars per acre, and paid the first payment of fifty cents per acre thereon, viz: the north and southwest quarters of section number two, town. three, (figure 1,) in the same reserve, (figure 2,) the certificates of which were assigned to the said Baum in trust for the purpose of paying the balance due thereon, and to hold the same for the benefit only of said John H. Piatt, G. A. Worth, William M. Worthington, and your orator; the southeast, northwest, and southwest quarters of section three, town. three.

Your orator further shows, that part of the land aforesaid was purchased at very high prices, some as high as $70 per acre, and from the reducing the price of the public lands by Congress, and from the general embarrassment in the west, said land had become of much less value than the price at which it was originally purchased. It was therefore determined, by the parties interested as aforesaid, that it would be to their interest to relinquish a part of said lands to the United States, under the act of Congress passed and approved 2d March, 1821, for the relief of purchasers of public lands prior to July, 1820, and of the amendatory acts thereto; and accordingly, on the 27th September, 1821, the said tracts of land,

numbers one and two aforesaid described, were, by Micajah T. Williams, (then claiming to own a part of said William Oliver's interest, and who was appointed by the trustee, M. Baum, an agent to attend to the business at Wooster, Ohio, where the same had to be attended to,) relinquished, and the certificates thereof surrendered to the United States under the provisions of the acts of Congress, and the amount of moneys which had been paid thereon, amounting to four thousand eight hundred and seventeen dollars and fifty-five cents, were applied as follows, viz: six hundred and eighty-six $\frac{17}{100}$ dollars, being half the amount of the purchase money due on lots 3, 4, 86, 87, by your orator and John H. Piatt, William M. Worthington, and Gorham A. Worth, applied to the final payment on those tracts. $1,248 00 was paid on account of your orator, said John H. Piatt, William M. Worthington, and Gorham A. Worth, as a final payment on the five quarter-sections so entered by your orator and the last named parties, as before stated. The balance of the half of said sum of $4,817 55 being $474 60, has not been paid over or accounted for by said Martin Baum or William Oliver, except that said Baum, in his lifetime, and his heirs and administrators since, claim that they had paid out divers sums of money on account of said joint concern, and claim to retain that amount in their hands. Your orator has no particular knowledge of what was done with said balance of $474 60, but presumed it was applied towards paying for other lands held by said Baum, Hunt, Burnet, Schenck, Barr, Oliver, and Mack, or by some one of them.

Your orator further shows, that although said tracts, number one and two, were relinquished to the United States, as above stated, yet your orator avers they were not so relinquished without any intention of purchasing at any subsequent sales to be made by the United States; on the contrary, it was understood and agreed by the parties, that the said tracts, whenever the same should be again offered for sale, should be purchased for the joint benefit of all the parties interested originally.

And your orator further shows, that afterwards, in the year 1827, the President of the United States directed a sale of the public lands at Delaware, in this State, including among the same the said tracts, one and two; and at the time of sale, and at the place thereof, your orator and Martin Baum, trustee, appeared, and were ready to purchase said lands, and offered to bid for the same, and would have purchased the same, according to the understanding of the parties aforesaid; but on the day of sale, the person authorized to make sale of said lands stated that the Secretary of the Treasury, or the Commissioner of the General Land Office, (and your orator does not remember which,) had ordered him not to offer said tracts for sale, and the same were not sold.

And your orator further shows, that said tracts of land are situated in that part of Ohio adjoining the south boundary of Michigan

Territory, and on land over which the said Michigan Territory are pretending to exercise occasional jurisdiction, and under the claim made that said lands were within the territory of Michigan. The trustees of the University of Michigan Territory, who were authorized to select a quantity of public lands for the benefit of that institution by act of Congress, selected and claimed said tracts, one and two.

Your orator further charges, that immediately after the selection was made as aforesaid, the said Martin Baum, as trustee as aforesaid, as your orator has been informed and believes, for the benefit of your orator and the other parties so interested as aforesaid, remonstrated against the injustice of permitting such selection to stand, and finally authorized said William Oliver, as agent of the parties interested as aforesaid, to open a negotiation with the trustees of the University of Michigan Territory, for the purpose of exchanging said lands for other lands. This negotiation terminated in an agreement to make the exchange, provided Congress would authorize them so to do.

Your orator further shows, that an act of Congress was passed, authorizing the exchange, which was approved 13th January, 1830, and the said trustees of the University of Michigan Territory did accordingly, on the 7th day of February, 1831, relinquish, or transfer to the said William Oliver, as assignee of Martin Baum, trustee, their right in said lands; and on the 14th March, 1831, the said William Oliver, while acting as agent of your orator, and said Baum and others, and as assignee of said Baum, as trustee as aforesaid, received a patent for said tracts of land, one and two, from the United States in his own name, a copy of which patent is hereto attached and made part of this bill, marked C. [Amendment, figure 3.]

Your orator further charges, that said Martin Baum, as he has been informed and believes, transferred to said Oliver the certificates of purchase of four of said quarter-sections, so purchased by and belonging to your orator and said Gorham A. Worth, William M. Worthington, and John H. Piatt, without your orator's knowledge or consent, and for the purpose, as your orator supposes, of obtaining the legal title, and for which said Oliver fraudulently obtained a patent in his own name from the United States, viz: the southwest quarter of section two, town. two, and southeast quarter, and northwest and southwest quarters of section three, town. three, in said reserve; and parts of which tracts are now fraudulently held by said Oliver and said Williams, or one of them. (Figure 3.)

Your orator charges, that said Oliver transferred to the said University of Michigan Territory, in exchange for lots Nos. 1 and 2, said tracts three and four, excepting ten acres reserved out of the northeast part of said tract, and also the southwest quarter of section two, town. three; also the north and southwest quarter of section three, town. three, of the property so purchased by your orator and said Worthington, Worth, and Piatt, as before mentioned.

Your orator further charges, that said Oliver, in receiving said patent and making said arrangements with the University of Michigan, was acting as the agent of Martin Baum, as trustee of your orator and the other parties before named, and now holds the said lands, or such parts thereof as he has not conveyed, as the trustee of your orator, William M. Worthington, and the other parties before named.

Your orator further charges, that he has been informed said William Oliver has lately purchased a part of the lands which he assigned to the said University of Michigan Territory; and your orator charges, that as said Oliver has never yet settled up his agency, he ought to be charged as a trustee of the lands so purchased of said University of Michigan Territory, as well as of the other lands above mentioned [in proportion to the rights of the parties.] (Figure 4.)

And your orator did well hope that said Oliver would not have attempted to hold said lands in any other character than as trustee as aforesaid; but your orator has been informed that said Oliver now pretends, and gives out in speeches, that he holds said lands in his own individual right, and that your orator and his other co-proprietors, and their assigns, have no right, title, interest, in or to said premises. And your orator has been further informed, and verily believes, that said Oliver has transferred part of said lands to Micajah T. Williams, a resident and citizen of Ohio, who now claims some interest therein, and that said Oliver is selling and threatening to sell said lands, to keep the proceeds thereof, and refuses to account for the moneys he has received for any sales made by him as aforesaid, and refuses to recognise your orator as being in any way interested in said lands.

Your orator further shows, that John H. Piatt died without children, leaving Benjamin M. Piatt, Abraham S. Piatt, Philip Grandin, Hannah C. Grandin his wife, late Hannah C. Piatt, Isaac Dunn and Frances Dunn his wife, late Frances Piatt, his only brothers and sisters, and heirs at law; and that administration of the goods and chattels of said Piatt has been granted to said Benjamin M. Piatt and Nicholas Longworth, who have been qualified to act, and are acting, as such administrators, and are citizens and residents of the State of Ohio.

Your orator further shows, that Martin Baum died, leaving the following children his heirs at law, viz: Jacob Baum, David C. Baum, Mary P. Ewing, late Mary P. Baum, now married to Alexander H. Ewing, and Kershener Baum and Ellen Baum, the latter being now infants; that said Jacob Burnet has transferred one-half of his interest in said property to said Mary P. Ewing, and one-half to John Rowan, who has since assigned the same to Alexander H. Ewing.

Your orator further shows, that William C. Schenck has since deceased, but before he died he transferred all his interest in said

premises to William Steele, who transferred the same to said Alexander H. Ewing.

Your orator further charges, that Jesse Hunt has also deceased, but his interest in said premises is claimed, by assignment from his representatives, by said Alexander H. Ewing.

Your orator further charges, that William Barr, Gorham A. Worth, and Andrew Mack, have also transferred all their interest in said lands to Alexander H. Ewing.

Your orator further charges, that William M. Worthington has sold and transferred the undivided half of his interest in said premises to Israel T. Canby.

All of said land is, therefore, now held and claimed by your orator, and said William Oliver, Micajah T. Williams, Alexander H. Ewing and Mary P. Ewing, Jacob Baum, David C. Baum, Kershner Baum, Ellen Baum, Benjamin M. Piatt, Philip Grandin and Hannah his wife, (figure 5,) and Robert C. Schenck, all of whom are citizens of, and residents in, the State of Ohio; William M. Worthington, a citizen of Louisiana; Israel T. Canby, Isaac Dunn and Frances his wife, residents in the State of Indiana, and Abraham S. Piatt, and all and each of whom your orator makes defendants to this his bill, together with Nicholas Longworth and Benjamin M. Piatt, as administrators of John H. Piatt, deceased, and Samuel Perry, as administrator of Martin Baum, deceased.

Your orator further charges, that said William Oliver and Micajah T. Williams, as your orator is informed and believes, are acting with a sole view of benefitting themselves at the expense of your orator and the other co-proprietors; that the said Oliver has disregarded and violated the trust reposed in him by the proprietors; and your orator is afraid that, unless said Oliver is enjoined from making any further sales, or transferring any more of said lands, and from receiving any further sums due from any purchasers of said property, or any part thereof, he, said Oliver, will dispose of said lands, and thus injure your orator.

Your orator therefore prays, that said parties, defendants, may severally full, true, and perfect answers, under oath, make to all and singular the matters aforesaid; particularly, that they say, whether said parties did not agree to unite their several interests in the several tracts of land aforesaid, for the common benefit of all the parties concerned; whether the original certificates of purchase were not transferred over to Martin Baum, as a trustee, to hold for the joint benefit of the several owners aforesaid; and also, the certificates for the four quarter-sections of your orator, Worthington, Worth, and Piatt; whether said Baum did not act as such trustee; whether said Oliver did not, as the agent of said Baum and the other proprietors, proceed to lay out a town, and to make a sale of a part of said lots; that said Oliver state to whom he has, at any time, sold, transferred, or deeded, any portion of the premises aforesaid; and also state the names of the persons to whom he

sold; the prices received and to be received therefor; when the same was received, and by whom; that he state and set forth the names of all persons with whom he has made, or caused to be made, any contracts for the sale or disposition of said land, or any part thereof; if such contracts are in writing, that he set forth copies thereof; and also all notes, bonds, or obligations received on account of such contracts, or on account of any part or portion of said lands.

And your orator prays a writ of injunction to be allowed, enjoining and restraining said William Oliver, Micajah T. Williams, and all other parties, defendants hereto, from making any further sales, or contracts for the sale of any part of said premises, and also from making, signing, or delivering any deeds for said lands, or any portion or part thereof. Also, from transferring or disposing of any notes, bonds, bills of exchange, or other evidence of debts, the consideration of which, or of any part thereof, had its origin in sales of said lands, or any part thereof, until the further order of this court.

Your orator also prays, that a receiver be appointed to take charge of said company property, and of the notes, bonds, bills, and debts due, and money on hand; and an account of the moneys received by said Baum or Oliver on account of the sales of said land, or any particular part thereof. That said William Oliver, and any other person who may appear to hold any portion of the legal title to said lands, or to any part thereof, may be declared to hold the same in trust for the benefit of your orator, and the other parties equitably entitled thereto; and that such other further relief may be decreed as shall seem proper, just, and equitable.

FOX & WRIGHT,
*Att'ys for Complainant.*

THE STATE OF KENTUCKY,
*Campbell county, sct:*

Be it remembered, that on the thirtieth day of March, in the year eighteen hundred and thirty-six, Robert Piatt, the complainant named in the foregoing bill, personally appeared before the undersigned, a justice of the peace in and for said county, and made oath that the facts set forth in the foregoing bill, so far as stated from his own knowledge, are true, and so far as stated from the information of others he believes the same to be true.

ROBERT PIATT.

In testimony whereof, I have hereunto set my hand and seal, the day and year aforesaid.

JAMES G. ARNOLD. [*J. P. C. C.*]

*Exhibits referred to in the foregoing bill.*

Exhibit A.

"CINCINNATI, 14*th Aug.*, 1817.

"DEAR SIR: As agent for the proprietors of the land recently purhased at Swan creek, you will, immediately upon the receipt of hese instructions, proceed to that place, and commence the laying off a town. General Schenck, who accompanies you, will assist n the survey of the ground, in determining the site, and in the arangement and formation of the plat. In running the streets, and n the division of the lots, it is not the wish of the proprietors that interest or convenience should be sacrificed to form; that the growth of the place should be retarded by an useless adherence to any particular figure, or to any fanciful uniformity of squares. The number of lots to be laid off may be from three to five hundred, and, with the exception of water lots and fractional sections, of about 60 feet in front, and 120 in depth. The principal or central street should be at least 160 feet wide; others from eighty to a hundred; the alleys from twelve to fifteen. Let there be three lots, each of 120 feet square, set off for public uses, churches, schools, &c.; and one, of 240 feet square, for court-house and jail. There should also be reserved one or two suitable lots out of the town for burying grounds. It is not, however, the intention of the proprietors to tie the agent down to any specific number of feet and inches in the width of the streets or size of the lots, but they leave to him the exercise of his own judgment, and recommend to him the use of that sound discretion which his better knowledge of the ground, and his practical information, will enable him to display, to the interest and advantage of all concerned.

"As soon as the surveys have been made, and a plat of the town formed, it is necessary that a copy of them should be immediately forwarded to the proprietors, as also a notice of the time of sale, which, if practicable, should correspond with the time of holding the treaty with the Indians; and on this subject it is necessary that the agent should obtain the earliest information. In the disposition and arrangements of the lots for sale, let one-third of the whole number taken in different sections of the town be reserved for the use and benefit of the proprietors, or for future disposal.

"The terms of sale, one fourth down, and the residue in three equal annual instalments, with interest from date. If not punctually paid, subject, however, to such variations as the judgment of the agent may dictate, or particular circumstances require. An immediate correspondence is to be opened by the agent with Martin Baum, esq., of this city, who will act as trustee for the proprietors, and any information given to him in relation to the business of the agency, the sale of the lots, and the progress of the town, that may be thought of any consequence to the interests of the proprietors, or that may be required by the trustee. It is the intention

of the proprietors to give public notice of the time of the sale, and it is necessary that this notice should be as general, and as widely spread as possible; the agent will, therefore, immediately, upon the times being fixed, forward the proper advertisement to Detroit, Buffalo, Albany, New York, Philadelphia, Pittsburg, Chillicothe, and to the trustee in this city, for publication. The instructions of the trustee are, in all respects, to be regarded as coming from the proprietors themselves.

"Wishing you a safe and pleasant journey, and an easy and prosperous management of the trust committed to your care, we remain, with great respect, &c., your obedient servant,

"MARTIN BAUM,
"*Trustee for the proprietors.*

"To Major Wm. Oliver."

*Exhibit B.—Copy.* (Copy.)

"Know all men by these presents, that I, William Oliver, of Cincinnati, in the State of Ohio, am held and firmly bound unto Martin Baum, of said place, in the just and full sum of twenty thousand dollars, current money of the United States, for value received, for the payment of which sum, well and truly to be made, I bind myself, my heirs, executors, and administrators.

"Sealed with my seal, and dated this fourteenth day of August, in the year of our Lord eighteen hundred and seventeen.

"Whereas, the above named Martin Baum hath this day constituted and appointed the before bound William Oliver his agent, with power to lay out a town at the mouth of Swan creek, on the Miami of the Lakes, and hath authorized the said William to sell and dispose of the lots in the said town, agreeably to a letter of instructions, and to receive payment for the same from the purchasers, and to execute and deliver certificates, in the nature of title bonds, for the lots by him sold.

"Now the condition of the above obligation is such, that if the said William Oliver shall, in all things, well and faithfully execute the trust reposed in him by the said Martin, and shall render a true account of his proceedings when required, and shall faithfully pay over to the said Martin all moneys by him received for, or on account of, sales made in the town to be laid off by him as aforesaid, when thereto required, then, and in such case, the above obligation shall cease and determine, otherwise remain in full force and virtue.

"In testimony whereof, I have affixed my hand and seal, this fourteenth day of August, in the year of our Lord eighteen hundred and seventeen.

"WILLIAM OLIVER. [L. S.]

"Signed, sealed, and delivered, in presence of
"William Ruffin."

*Exhibit C.*

"The United States of America, to all to whom these presents shall come, greeting:

"Whereas, under the provisions of the act of Congress, approved on the 13th of January, 1830, entitled 'An act to authorize the exchange of certain lots of land between the University of Michigan Territory and Martin Baum and others,' the said University, by an instrument of writing bearing date the seventh day of February, 1831, did assign, transfer, and convey unto William Oliver, of the city of Cincinnati, as the assignee of Martin Baum, all the title and claim of said University in and to the tracts or parcels of land known and designated as river lots, numbered one and two, in the United States reserve of twelve miles square, on the Miami of Lake Erie, heretofore selected by the Secretary of the Treasury for said University, under the provisions of the act of the 20th of May, 1826, entitled 'An act concerning a Seminary of Learning in the Territory of Michigan,' in consequence of the said William Oliver having, by a deed bearing date the 7th February, 1831, assigned, also transferred and conveyed, to the said University of Michigan, the tract of land particularly specified and described in his said deed. Now know ye, that in consequence thereof, and to carry into effect the intent of the aforesaid act of the 13th January, 1830, there is hereby granted by the United States, unto the said William Oliver and to his heirs, the before recited tracts designated as being river lots, numbered one and two, in the United States reserve of twelve miles square, on the Miami of Lake Erie, to have and to hold the said tracts, with the appurtenances thereunto belonging, or in any wise appertaining, unto the said William Oliver, and to his heirs and assigns forever.

"In testimony whereof, I, Andrew Jackson, President of the United States of America, have caused these letters to be made pa-
[L. S.] tent, and the seal of the General Land Office to be hereto affixed.

"Given under my hand, at the city of Washington, the fourth day of March, in the year of our Lord one thousand eight hundred and thirty-one, and of the independence of the United States the fifty-fifth.

"By the President. ANDREW JACKSON.
ELIJAH HAYWOOD,
*Commissioner of the General Land Office.*"

"TERRITORY OF MICHIGAN,
*Register's Office, Monroe county, ss:*

"I, Isaac P. Skinner, register of deeds, &c. for said county, do hereby certify that the foregoing is an accurate copy of the record of the patent, 'United States to William Oliver,' in my office.

"Given under my hand, at Monroe, the 5th January, A. D. 1836.
I. P. SKINNER."

And thereupon the following subpœna issued, to wit:

*Subpœna.*

"UNITED STATES OF AMERICA, *District of Ohio, ss:*

"To the marshal of said district, greeting:

"We command you to summon William Oliver and Micajah T. Williams, citizens of and residents in the State of Ohio, if they be found in your bailiwick, to be and appear before the judges of the 7th circuit court of the United States for the district of Ohio aforesaid, at Columbus, on the second Monday in the month of July next, to answer a bill in chancery exhibited against them and others by Robert Piatt, a citizen of and resident in the State of Kentucky, and have then there this writ.

"Witness the honorable Roger B. Taney, chief justice of the United States, this 21st day of April, 1836, and in the year of the independence of the United States of America. [L. S.]

"Attest: WILLIAM MINER, *Clerk.*"

And afterwards, to wit, on the third day of May, in the year of our Lord one thousand eight hundred and thirty-six, came the marshal to whom said writ was in form aforesaid directed, and returned the same into the clerk's office of the court aforesaid, with the following return endorsed thereon, to wit:

"May 3d, 1836. Summoned personally by copies; also, at the same time, served an attested copy of the bill on William Oliver.

JOHN PATTERSON, *Marshal O. D.*
By J. M. McCULLOUGH, *Dep'y.*"

And this cause was continued.

And afterwards, to wit, on the twenty-ninth day of November, in the year last aforesaid, the following subpœna issued, to wit:

UNITED STATES OF AMERICA, *District of Ohio, ss:*

To the marshal of said district, greeting:

We command you to summon Alexander H. Ewing and Mary P. Ewing, Jacob Baum, David C. Baum, Kershner Baum, Ellen Baum, Benjamin M. Piatt, Philip Grandin and Hannah his wife, Nicholas Longworth, and Benjamin M. Piatt, as administrators of John H. Piatt, deceased, and Samuel Perry, as administrator of Martin Baum, deceased, citizens of and residents in the State of Ohio, if they be found in your bailiwick, to be and appear before the judges of the 7th circuit court of the United States for the district of Ohio aforesaid, at Columbus, on the third Monday in the month of December next, to answer a bill in chancery exhibited against them and others by Robert Piatt, citizen of and resident in the State of Kentucky, and have then there this writ.

Witness the honorable Roger B. Taney, chief justice of the
[L. S.] United States, this 29th day of November, 1836, and in the 61st year of the independence of the United States of America.

Attest: WILLIAM MINER, *Clerk.*

And afterwards, to wit, on the tenth day of December, in the year of our Lord one thousand eight hundred and thirty-six, came the marshal to whom said writ was in form aforesaid directed, and returned the same into the clerk's office of the court aforesaid, with the following return endorsed thereon, to wit:

"December 10, 1836, summoned J. Baum, K. Baum, E. Baum, and Samuel Perry, administrator of Martin Baum, deceased, by copies left at their usual places of abode; and the others personally with copies, except D. C. Baum, who was served December 15th, 1836, by copy left at usual place of abode.

"JOHN PATTERSON, *Marshal.*
"By J. M. McCULLOUGH, *Deputy.*"

And afterwards, to wit, at the December term of said court, in the year of our Lord one thousand eight hundred and thirty-six, to wit: on the nineteenth day of December, in the year last aforesaid, came the defendant, Micajah T. Williams, by P. B. Wilcox, esquire, his attorney, and filed in the court here the following plea, to wit:

*M. T. Williams' plea.*

"The plea of Micajah T. Williams, defendant to the bill of complaint of Robert Piatt, complainant.

"This defendant (by protestation, not acknowledging the matters and things in and by the said bill set forth and alleged to be true) comes, and, as to so much of the said bill as sets up a claim to said lots number one, two, three, four, eighty-six, and eighty-seven, in said bill named, or any of them, or any part thereof, or to the proceeds of the same, or any part thereof, or to any account touching the same, or any part thereof, and as to any relief thereby prayed, touching the same, or any part thereof, the said defendant doth plead in bar, and for plea says, that on the third Tuesday of July, in the year of our Lord eighteen hundred and seventeen, the United States of America were, and for a long time previously thereto had been, the owners in fee simple of said lots number one, two, three, four, eighty-six, and eighty-seven, and that by virtue of a proclamation issued by the President of the United States aforesaid, the said lots number one, two, three, four, eighty-six, and eighty-seven, with divers other lands of the United States aforesaid, were advertised for sale at public auction, at Wooster, in the district of Ohio aforesaid, on the said third Tuesday of July, in the year of our Lord eighteen hundred and seventeen; that the said

lots and lands being so advertised for sale as aforesaid, and previous to the said third Tuesday of July, in the year of our Lord eighteen hundred and seventeen, to wit, at the district aforesaid, two separate companies or combinations of persons were formed, each with the intent of purchasing said lots and lands, so advertised for sale as aforesaid, or parts thereof, for the purpose of speculation; that one of said companies consisted of the complainant, Robert Piatt, the said John H. Piatt, William M. Worthington, and Gorham A. Worth; that the other of said companies consisted of the said Martin Baum, Jesse Hunt, Jacob Burnet, William C. Schenck, William Barr, William Oliver, and Andrew Mack; that afterwards, on the said third Tuesday of July, in the year of our Lord eighteen hundred and seventeen, the day advertised for the sale of the said lots and lands at Wooster as aforesaid, the said two companies were present, and were represented at said sale by their agents, to wit, the said company first hereinbefore named, by the said Robert Piatt, and the said company secondly hereinbefore named, by the said William Oliver, William C. Schenck, and Andrew Mack; that before the said lots, numbered one, two, three, four, eighty-six, and eighty-seven, were offered for sale on the said third Tuesday of July, in the year of our Lord eighteen hundred and seventeen, at Wooster aforesaid, each of said companies, by their respective agents aforesaid, had selected the said lots numbered one, two, three, four, eighty-six, and eighty-seven, for the purpose of purchasing the same when they should be offered for sale as aforesaid, which said selection was then and there casually made known to each of the respective agents aforesaid; and thereupon, before the said lots, or any of them, were offered for sale as aforesaid, the said two companies, by their agents aforesaid, then and there made and entered into an illegal combination, that is to say, it was then and there agreed by and between the two companies aforesaid, by their said agents, that in order to prevent competition, and thereby obtain the said lots for less than their actual value, the said two companies, upon the said lots number one, two, three, four, eighty-six, and eighty-seven, being offered for sale, should not bid therefor against each other, but the same should be purchased by some one or more of said companies, without competition between the said two companies, and be held for the joint benefit of both.

"And the said defendant Williams avers, that agreeably to the said proclamation of the President of the United States aforesaid, the said lots one, two, three, four, eighty-six, and eighty-seven, were offered for sale as aforesaid, at public auction, on the said third Tuesday of July, in the year of our Lord eighteen hundred and seventeen, at Wooster aforesaid; and the said two companies, the said lots one, two, three, four, eighty-six, and eighty-seven, being then and there thus offered for sale at public auction, as the property of the United States aforesaid, in pursuance of the said illegal combination between them, did not, and the said two com-

panies, by their agents aforesaid, refused to bid against each other; and the said lots, for a sum far less than they would have sold for without such illegal combination, were then and there struck off to, and purchased by, some one or more of the said two companies, without competition between the said two companies, and with the intent that the same should be held for the joint benefit of the said two companies; and thereupon, the certificates of said purchases were made out and vested in the name of the said Martin Baum, for the joint benefit of both of said companies.

"And the said defendant avers, that all the right of the complainant, set forth in his said bill, to or in the said lots one, two, three, four, eighty-six, and eighty-seven, or any part thereof, or arising out of the same, was acquired by the illegal combination and agreement aforesaid, and not otherwise.

"Whereupon, the said defendant Williams avers, that the said sale of said lots one, two, three, four, eighty-six, and eighty-seven, was and is illegal and void, and that the said complainant thereby acquired no right whatever, cognizable in a court of equity; and as to the residue of said bill, that is to say, as to so much thereof as sets up a claim to the southwest quarter of section two, town. three, and the northwest and southwest quarters of section three, town. three, in the said bill named, or to any part of the same, or to any account of the proceeds of the same, and as to any relief touching the same, or any part thereof, the said defendant Williams does also plead in bar, and for plea says:

"That by virtue of a suit of attachment against the said Martin Baum, Robert Piatt, William M. Worthington, and Gorham A. Worth, by the name of George A. Worth, and a judgment rendered therein against them, by the consideration of the justices of Monroe county court, for the county of Monroe, in the Territory of Michigan, in October term, 1825, of the said court, and an execution, or other final process duly issued thereon; the said three quarter sections, and all the right of the said Martin Baum, Robert Piatt, William M. Worthington, and Gorham A. Worth, &c., was duly seized, and sold, and conveyed, in due form of law, to one Charles Noble, for the value thereof paid.

"And thereupon, afterwards, on the twenty-second day of August, in the year of our Lord eighteen hundred and twenty-eight, the said Charles Noble conveyed the said three quarter-sections in due form of law to the said William Oliver in his own right, and long after the termination of his agency alleged in the said bill, whereby the said William Oliver became possessed of all the right and interest in the said three quarter-sections, and entitled to the patent therefor; and thereupon, afterwards, to wit, on the
day of A. D. eighteen hundred and thirty, patents were duly issued from the United States of America to the said William Oliver for the said three quarter-sections, and thereby the said William Oliver became seized in fee simple therefor, and being so

seized, the said William Oliver afterwards, on the seventh day of February, A. D. eighteen hundred and thirty-one, for the value thereof received by him, sold and conveyed the said three quarter-sections to the Michigan University, whereby the said Michigan University became the owners in fee simple of the said three quarter-sections, bona fide, for a valuable consideration by them paid, and without notice of any adverse right whatever, if any such there were; and being so seized in fee, the said Michigan University sold the same to the said William Oliver; and the said defendant avers that all the right acquired by the said William Oliver in the said three quarter-sections, and all the transfers made by him thereof, were the same, and in manner aforesaid, and not other or otherwise; all which matters and things this defendant doth aver and plead in bar of the said bill, and to any and all relief thereby prayed as against this defendant, and prays the judgment of this honorable court whether he should make any further answer to said bill, and to be dismissed with his costs, &c.

P. B. WILCOX,
*Sol. for deft. Williams.*"

STATE OF OHIO,
*Hamilton county, city of Cincinnati, ss:*

Before me, Samuel W. Davies, mayor of the city of Cincinnati aforesaid, and ex-officio a justice of the peace, personally came Micajah T. Williams, the defendant above named, and being duly affirmed, on his solemn affirmation says, that so much of the foregoing plea as relates to the acts of this affiant is true, and so much as relates to the acts of others he verily believes to be true; and that he is informed, and verily believes, that the whole plea is true in substance and in fact.

M. T. WILLIAMS.

In testimony whereof, I have hereunto subscribed my name, and affixed the seal of the city of Cincinnati, at my office [L. S.] in said city, on this the seventh day of December, A. D. 1836. SAML. W. DAVIES, *Mayor.*

And now, in this same term, to wit, on the twenty-seventh day of December, anno Domini, one thousand eight hundred and thirty-six, on motion to the court by Mr. Wilcox, counsel for the defendants, Micajah T. Williams and William Oliver, it is ordered, that commissions of dedimus potestatum issue in this cause in behalf of the said defendants, to take the depositions of sundry persons; one to be directed to Austin E. Wing, John Anderson, and J. Q. Adams, of Monroe, in the State or Territory of Michigan; one to be directed to John Mullett, E. P. Hastings, John Biddle, of Detroit, in said State or Territory of Michigan; and a third to be directed to Saml. W. Davis, and R. Buchanan, of Cincinnati, in the State of Ohio; and that each of said commissions may be executed by any one or more of the commissioners therein named—

the said defendants giving due notice to the adverse party or their attorney of the time and place of taking such depositions.

And afterwards, in this same term, to wit, on the thirty-first day of December, in the year last aforesaid, came the parties by their attorneys, and on motion of complainant, by Mr. Fox, his attorney, the court appointed Jacob Baum guardian ad litem of Ellen Baum; and the said Jacob Baum, by Mr. Wright, his attorney, accepts the trust, and enters his appearance, and the cause is continued.

And afterwards, to wit, at the May term of said court, anno Domini, one thousand eight hundred and thirty-seven, this cause was continued.

And afterwards, to wit, on the fourth day of November, in the year last aforesaid, came the respondent, William Oliver, by P. B. Wilcox, esquire, his solicitor, and filed in the clerk's office of said court his certain plea, which reads in the words and figures following, to wit:

*William Oliver's plea.*

"The plea of William Oliver, defendant, to the bill of complaint of Robert Piatt, complainant.

"This defendant, by protestation, not confessing or acknowledging all or any of the matters and things in the said complainant's bill mentioned and contained to be true, in such sort, manner, and form as the same are therein or thereby stated, charged, alleged, or set forth, doth plead thereunto, and for plea thereunto saith, that on the third Tuesday in July, in the year of our Lord eighteen hundred and seventeen, the United States of America were, and for a long time previously thereto had been, the owners in fee simple of said lots, numbered one, two, three, four, eighty-six, and eighty-seven, in the said bill named; and that by virtue of a proclamation issued by the then President of the said United States of America, the said lots, numbered one, two, three, four, eighty-six, and eighty-seven, with divers other lands of the said United States of America, were advertised for sale at public auction at Wooster, in the district of Ohio aforesaid, on the said third Tuesday in July, in the year of our Lord eighteen hundred and seventeen. That the said lots and lands, being so advertised for sale as aforesaid, and previous to the said third Tuesday of July, in the year of our Lord eighteen hundred and seventeen, to wit, at the district aforesaid, two separate companies or combinations of persons were formed, each with the intent of purchasing said lots and lands so advertised for sale as aforesaid, or parts thereof, for the purpose of speculation. That one of the said companies consisted of the complainant, Robert Piatt, the said John H. Piatt, William M. Worthington, and Gorham A. Worth. That the other of said companies consisted of the said Martin Baum, Jesse Hunt, Jacob Burnet, William C. Schenck, William Barr, Andrew Mack, and this de-

fendant. That afterwards, on the said third Tuesday of July, in the year of our Lord eighteen hundred and seventeen, the day advertised for the sale of said lots and lands at Wooster as aforesaid, the said two companies were present, and were represented at said sale by their respective agents, to wit: the said company first hereinbefore named, by the said Robert Piatt; and the said company secondly hereinbefore named, by the said William C. Schenck, Andrew Mack, and this defendant. That before the said lots, numbered one, two, three, four, eighty-six, and eighty-seven, were offered for sale on the said third Tuesday of July, in the year of our Lord eighteen hundred and seventeen, at Wooster aforesaid, each of said companies, by their respective agents aforesaid, had selected the said lots, numbered one, two, three, four, eighty-six, and eighty-seven, for the purpose of purchasing the same, when they should be offered for sale as aforesaid, which said selection was then and there casually made known to each of the respective agents aforesaid; and thereupon, before the said lots or any of them were offered for sale as aforesaid, the said two companies, by their agents aforesaid, then and there made and entered into an illegal combination to purchase said lots, when offered for sale as aforesaid, at less than their actual value, that is to say, it was then and there agreed by and between the two companies aforesaid, by their said agents, that in order to prevent competition, and thereby obtain the said lots for less than their real value, the said two companies, upon the said lots numbered one, two, three, four, eighty-six, and eighty-seven, being offered for sale, should not bid therefor against each other, but the same should be purchased by some one or more of said companies, without competition between the said two companies, and be held for the joint benefit of both.

"That, agreeably to the said proclamation of the said President of the United States of America, the said lots, numbered one, two, three, four, eighty-six and eighty-seven, were offered for sale as aforesaid, at public auction, on the said third Tuesday of July, in the year of our Lord eighteen hundred and seventeen, at Wooster aforesaid; and the said two companies, the said lots numbered one, two, three, four, eighty-six and eighty-seven, being then and there thus offered for sale, at public auction, as the property of the United States of America aforesaid, in pursuance of the said illegal combination between them, did not, and the said two companies by their agents aforesaid refused to, bid against each other; and the said lots, for a sum far less than they would have sold for without such illegal combination, were then and there struck off to, and purchased by, some one or more of the said two companies, without competition by the said two companies, and with the intent that the same should be held for the joint benefit of the said two companies: and thereupon the certificates of said purchases were made out and vested in the name of the said Martin Baum, for the joint benefit of both of said companies.

"And this defendant avers, that all the right of the said complainant set forth in his said bill, of, in, or to the said lots, numbered one, two, three, four, eighty-six and eighty-seven, or any part of the same, or arising out of the same, was acquired by and under the illegal combination and agreement aforesaid, and not otherwise. And this defendant further avers, that by reason of the premises the sale of the said lots, numbered one, two, three, four, eighty-six and eighty-seven, made as aforesaid, was and is illegal and void, and that the said complainant thereby acquired no right whatever in the same, cognisable in a court of equity.

"And this defendant further says, that by virtue of a suit in attachment in favor of this defendant, against the said Martin Baum, Robert Piatt, Gorham A. Worth, by the name of George A. Worth, William M. Worthington, survivors of Martin Baum, John H. Piatt, deceased, Robert Piatt, Gorham A. Worth, by the name of George A. Worth, and of a judgment rendered therein against them by the consideration of the justices of Monroe county court, for the county of Monroe, in the then territory, now State of Michigan, at the October term of said court, in the year of our Lord one thousand eight hundred and twenty-six, and of an execution or other legal process duly issued thereon, the said southwest quarter of section two, township three; and the northwest and southwest quarters of section three, township three, in the said bill named; and all the right of the said Martin Baum, Robert Piatt, William M. Worthington, and Gorham A. Worth, were duly seized and sold upon said legal process; and upon the twenty-second day of August, in the year of our Lord one thousand eight hundred and twenty-eight, duly conveyed in fee simple, by virtue of the legal process aforesaid, to one Charles Noble, for the consideration paid of two hundred and forty-one dollars and sixty cents. That afterwards, on the twenty-second day of August, in the year of our Lord last aforesaid, the said Charles Noble conveyed the said three quarter-sections of land in due form of law to the said William Oliver in his own right, and long after the termination of his agency alleged in the said bill, whereby the said William Oliver became possessed of all the right and interest in the said three quarter-sections, and entitled to a patent therefor. And thereupon, afterwards, to wit, on the sixth day of December, in the year of our Lord one thousand eight hundred and thirty, patents were duly issued from the United States of America to the said William Oliver for the said southwest quarter of section three, township three, and the southwest quarter of section two, township three; and on the said third day of December, in the year last aforesaid, a patent in like manner issued to the said William Oliver for the said northwest quarter of section three, township three, and thereby the said William Oliver became seized in fee simple thereof, and being so seized, the said William Oliver, afterwards, on the seventh day of February, in the year of our Lord eighteen hundred and thirty-

one, for the value thereof received by him, sold and conveyed the said three quarter-sections to the Michigan University; whereby the said Michigan University became the owners in fee simple of the said three quarter-sections, bona fide, for a valuable consideration by them paid, and without notice of any adverse right whatsoever, if any such there were; and being so seized in fee, the said Michigan University afterwards sold the same to the said William Oliver; and this defendant avers that all the right acquired by this defendant in the said three quarter-sections, and all the transfers made by him thereof, were the same and in manner aforesaid, and not other or otherwise. And this defendant denies all fraud charged, or intended to be charged, upon him in said bill. And this defendant doth therefore plead the matters aforesaid to the said complainant's bill, and the relief and discovery thereby sought, and hopes he shall not be compelled to make any other or further answer thereto, and prays to be hence dismissed with his reasonable costs, &c. WILCOX, *Sol. for Deft.*"

STATE OF OHIO,

*Hamilton county, city of Cincinnati, ss:*

Before me, Samuel W. Davis, mayor of the city of Cincinnati aforesaid, ex-officio justice of the peace within and for the city of Cincinnati aforesaid, personally appeared William Oliver, the defendant in the foregoing plea named, and being duly sworn, maketh oath that the matters and things set forth in the foregoing plea are true. WILL. OLIVER.

[L. S.] In testimony whereof, I have hereunto subscribed my name and affixed the seal of said city at my office in said city, this twenty-seventh day of October, in the year of our Lord eighteen hundred and thirty-seven.

SAML. W. DAVIES, *Mayor.*

And afterwards, to wit, at the December term of said court, which commenced on Monday, the eighteenth day of December, anno Domini one thousand eight hundred and thirty-seven, to wit, on the twenty-fifth day of December, came the parties by their attorneys, and this cause came on to be heard upon the sufficiency of the pleas in bar, filed herein by the defendants William Oliver and Micajah T. Williams, and was argued by counsel. In consideration whereof, it is ordered by the court that the said pleas in bar be overruled, and thereupon the complainant has leave to amend his bill, and the defendants, Oliver and Williams, also have leave to file their answers, setting up the same matters contained in their respective pleas. And now at this same term of December, in the year last aforesaid, to wit, on the twenty-sixth day of said month of December, came the complainant by Charles Fox, esquire, his solicitor, and, by leave of the court heretofore granted, filed the following amendments to said complainant's bill, to wit:

*Amendments to bill.*

"And the said complainant, by leave of the court, comes and makes the following amendments to his said bill, viz: by adding on the second page at figure 1, these words: 'the southeast, northwest, and southwest quarters of section three, town. three.' Also at figure 2, these words: 'the certificates for which were assigned to said Baum in trust, for the purpose of paying the balance due thereon, to hold the same for the benefit only of said John H. Piatt, Gorham A. Worth, William M. Worthington, and your orator.' And by inserting in page 5, after letter C, at figure 3, these words: 'Your orator further charges that said Martin Baum, as he has been informed and believes, transferred to said Oliver the certificates of purchase of four of said quarter-sections so purchased by and belonging to your orator, and said Gorham A. Worth, William M. Worthington, and John H. Piatt, without your orator's knowledge or consent, and for the purpose, as your orator supposes, of obtaining the legal title, and for which said Oliver fraudulently obtained a patent in his own name from the United States, viz: the southwest quarter of section two, town. two, and southeast quarter, and northwest and southwest quarters of section three, town. three, in said reserve, and parts of which tracts are now fraudulently held by said Oliver and said Williams, or one of them.' And by inserting on page 6, at figure 4, these words: 'in proportion to the rights of the parties.' Also by inserting the name of Robert C. Schenck at figure 5, as defendant. All of which amendments are embraced in brackets, and inserted in the original bill. Also by striking out the words 'citizen of Louisiana,' and inserting citizen in and resident of the State of Ohio, in page 7, after the name of William M. Worthington. Also by striking out the words 'residents of the State of Indiana,' and inserting after the words Abraham S. Piatt, on the 8th page, these words: 'all and each of whom are citizens of and residents in the State of Ohio.'

CHAS. FOX, *Solr. for plff.*"

And now, to wit, in this same term of December, to wit, on the twenty-seventh day of December, in the year last aforesaid, came again the parties, by their attorneys, and it appearing to the court that, in this cause, the complainant having amended his bill, and made Robert C. Schenck, defendant, J. C. & B. T. Wright, solicitors of this court, make a voluntary appearance for said Robert C. Schenck, and also for Abram S. Piatt, and Isaac Dunn and Frances his wife, and waves the necessity of issuing process as to said defendants; and John G. Worthington, a solicitor of said court, also enters a voluntary appearance in this court for William M. Worthington and Israel T. Canby, and waves the issuing of process as against said defendants; and thereupon, the defendants are ruled to answer complainant's bill in four months. And this cause is continued.

And afterwards, to wit, at rules held in the clerk's office of said court, in the month of April, in the year anno domini one thousand eight hundred and thirty-eight, came the said complainant, by his solicitor, and the respondents having failed to answer according to the rule entered against them by said court, a decree pro confesso was entered herein against them, according to the rules of said court, to be enquired of, &c.

And afterwards, to wit, at the July term of said court, in the year last aforesaid, which commenced on the fourth day of said July, came the parties, by their solicitors, and by consent of the parties, by their solicitors, the decree pro confesso, entered herein at rules, is set aside; and thereupon, the respondent Oliver files his answer, which is in the words and figures following, to wit:

*Wm. Oliver's answer.*

The several answer of William Oliver, defendant to the bill of complaint of Robert Piatt, complainant, against the defendant and others.

This defendant, now, and at all times hereafter, saving and reserving all exceptions to the many untruths and uncertainties in said bill of complaint contained, for answer thereunto, or to so much thereof as he is advised is material for him to make answer unto, *he* answers, and says: That he denies that the complainant, John H. Piatt, William M. Worthington, and Gorham A. Worth, were the several owners in equity of the said tracts of land, one, two, eighty-six, and eighty-seven, as alleged in the bill, or that said Martin Baum, Jesse Hunt, Jacob Burnet, William C. Schenck, William Barr, Andrew Mack, and this defendant, were the several owners in equity only of said tracts three and four, mentioned in the bill, or that it was agreed by and between said several parties, that their said several tracts should become the common property of said parties, as alleged in said bill.

But this defendant says, that early in the summer of 1817, when there was great excitement in land speculations, said Baum, Hunt, Burnet, Schenck, Barr, and this defendant, formed an association for the purpose of speculating in lands in the vicinity of the Maumee and Sandusky rivers of Lake Erie, with the primary object of establishing and building up towns at the most important points in that region, and especially, at the most eligible point at the mouth of the Maumee, and for that purpose to make purchases of lands at the then approaching sales by the United States at Wooster; that Andrew Mack soon after became one of this association, with an interest of one-thirteenth, each of the other members being two-thirteenths; and this association was sometimes designated by the name of the Baum Company, by which designation this defendant craves leave to refer to it in this his answer. Said company authorized this defendant, and William C. Schenck, now deceased, and

Andrew Mack, to proceed to the region of said Maumee, explore the country, and select the best lands for their object, and especially the best site for a town, near the mouth of the Maumee; *at* to attend said sales at Wooster, and make purchases for said company accordingly, with general discretionary authority to act for the company according to their judgment, said authority being, as defendant believes, principally verbal; said Mack was not originally employed to attend the sales, but was subsequently authorized to act with this defendant and Schenck in making said purchases.

This defendant, Schenck, and Mack, accordingly explored that country, and, among other lands, selected said tracts one and two, as the proposed site for a town, at the mouth of Maumee; and said tracts three, four, eighty-six, and eighty-seven, as important appendages and suburbs of the town site; and attended the sales at Wooster, for the purpose of purchasing those six tracts, among other lands, from the United States. Said sales, held pursuant to a proclamation by the President of the United States, according to law, commenced on the third Tuesday of July, 1817, and on arriving at Wooster to attend them, and before said lands were offered for sale, this defendant ascertained, for the first time, that another association had been formed for similar purposes of land speculation, consisting of the complainant, John H. Piatt, William M. Worthington, and Gorham A. Worth, sometimes designated, and in this answer referred to by the name of the Piatt Company; that said Piatt Company had selected the same six tracts of land for the purposes of a town site, and that the complainant was present at Wooster, as agent for that company, to purchase those tracts at said sales; the complainant understanding, as this defendant believed, the object of this defendant and his associates was, publicly speaking, as defendant was informed, *of* his determination to out-bid all competitors, alluding to the unlimited resources of his associate, John H. Piatt, then an eminent banker in Cincinnati, designing thereby, as defendant supposed, to discourage competitors at the approaching sales. This defendant and his associates were equally fixed in their purpose of purchasing; but before the sales took place, the representative of each company becoming acquainted with each other's plans and determination, were satisfied that competition with each other would unnecessarily enhance the prices, to the detriment of the one which should become the purchaser; and, therefore, for the purpose of purchasing those tracts at the sales, at a more moderate rate than they would otherwise expect to procure them for, and thus to save unnecessary expenditure of money, it was mutually agreed between the said representatives of said companies, that they should not bid against each other at the sales, but that said six tracts should be bid off by some one or more of them, for the joint benefit of both companies, and should be vested in some agent or trustee for the common benefit, and for the same purposes for which said Baum Company was formed, as above

stated; said Baum Company to be interested one-half, and said Piatt Company one-half.

Pursuant to this arrangement, when said tracts were offered in due form, at public vendue, by the United States at the sales aforesaid, said six tracts were bid off by some one or more of said representatives of said companies, without competition among them, for the common benefit as aforesaid, and although the competition with others occasioned high prices for some of the tracts, yet defendant believes that the price was much more reasonable than it would have been had said parties come in competition with each other. Defendant, after such a lapse of time, is not able to state with certainty by what individual the several tracts were bid off, but he recollects that some were bid off to himself, and some to others, the parties regarding it immaterial by whom the bids were made; and not long after said sales, in pursuance of the arrangement above stated, all the certificates of said six tracts were transferred to and vested in said Martin Baum. And this defendant says that the complainant had not, and never had, within the knowledge or belief of this defendant, any right or interest in or to the said tracts of land, or any of them, either in law or equity, other than what was acquired in manner aforesaid, by virtue of the agreement made before said public sales as above stated; and if, by the foregoing agreement and proceedings, said Piatt Company acquired an interest in said lands, then this defendant admits that said Piatt Company had, at that time, an interest of one-half in said six tracts, (but not a several interest in any of them,) subject to the terms and conditions on which the parties agreed to associate, and place the control of said lands in Martin Baum; and this defendant denies that, after said sales, any agreement was made to unite the interests in said several tracts; but says that the foregoing arrangement was treated by all the parties as fully authorized, and was ratified and consummated by them, and the company, formed of the two associations thus united, was afterwards called the Port Lawrence Company. The amount paid by the Baum Company on their purchases, at the above sales, for the first instalment of one quarter, was about twelve thousand dollars, or something more, which covered other purchases besides the above tracts.

This defendant admits that Martin Baum was made the trustee of the Port Lawrence Company, (as he was also of the Baum Company,) but the terms of the trust are but partially and imperfectly stated in the bill. Those terms rested principally in parol agreement or understanding, no writing having ever been signed by the parties, within the knowledge of this defendant, showing either the terms of the association, or the authority of said Baum, other than the writing hereinafter referred to, dated August 14th, 1817, appointing this defendant agent to lay out a town. The object of the Port Lawrence Association was to lay out and build up a town on said tracts, one and two, for speculation, regarding that as a very

important point for future business on the lakes, and to provide the ways and means for liberal expenditure for improvements, (the place being then a wilderness,) for encouraging purchasers, and attracting enterprise and business to the spot. All parties had great confidence in the skill and integrity of Martin Baum, and the entire management of the whole business was left to him, without any provisions for meetings of the company, or any mode of directing him in his management, otherwise than as he might see fit to advise and consult with the other individuals; and he was fully authorized to sell and dispose of any of the property on speculation, or for payment of claims against the company, or to raise funds for its benefit, or for the general objects of the enterprise, in such manner as he should deem expedient, to make donations for public purposes, or for the encouragement of individual enterprise, and generally to deal with the property as his own; and each party interested was to contribute his share to all expenditures that should accrue on the enterprise, and all the property so vested in the said Baum was to remain subject to his disposal for that purpose.

This defendant admits that the five quarter-sections of land mentioned in the bill were purchased in 1817 by or for the said Piatt Company, and that the certificates therefor were vested in said Baum; but defendant cannot now recollect that he had any personal knowledge at the time of the terms, or the purposes for which they were transferred to said Baum. But said Baum always represented to this defendant, and so defendant believes the fact to be, that Baum had full right to dispose of said quarter-sections, or any of them, for the purpose of satisfying the shares of the Piatt Company in the expenditures of the Port Lawrence Company.

This defendant admits, that said parties did proceed to lay out a town on said tracts one and two, which was named Port Lawrence; but he denies that he was appointed agent for that purpose merely by Martin Baum as trustee, and denies that any such writing as that referred to in the bill marked A, dated August 14th, 1817, over the signature of Martin Baum as trustee, or purporting to be executed by him in that capacity, was ever delivered to this defendant, or seen or known of by him; but he says that a paper, of which the said paper marked A appears to be a copy, except the signatures, was furnished him, signed by all the members of the said Port Lawrence Company except this defendant, Schenck, and the complainant, (the last being then absent from Cincinnati, but he assented to the same,) authorizing this defendant, in conjunction with said Schenck, to lay off said town, and giving instructions in relation thereto, and directing that the instructions of Martin Baum, the trustee, were to be regarded, in all respects, as coming from the proprietors. At the same time, this defendant received from Martin Baum a power of attorney of the same date, executed in form, to convey real estate, authorizing defendant to sell lots in the town to be laid out, and give certificates of title in his name therefor, to

which this defendant refers, and a copy thereof is made a part of this answer, marked G. At the same time, said Baum also delivered to this defendant another letter of the same date signed by him, certifying that the foregoing appointment of agency was for one year from that date, and fixing the compensation therefor; to which letter this defendant also refers, and a copy is made part of this answer, marked H. The three foregoing papers constituted defendant's appointment and authority as agent. The appointment was made by the company, and the agency was expressly limited to one year, and was never afterwards continued or extended; and on that occasion defendant executed the bond referred to in the bill by the mark B, dated the same 14th of August, 1817.

This defendant further says, that pursuant to the foregoing authority, with the aid of said Schenck, he did proceed to lay out the town called Port Lawrence, and held a public sale of the lots of said town at the Maumee Rapids, at the time of the Indian treaty, in September, 1817, pursuant to his instructions, when a considerable number of lots were sold, and certificates of title given therefor by the defendant in the name of said Baum. The principal part of the purchase money on these sales was payable on credit; all the money received was placed in the hands of said Schenck, who returned to Cincinnati before defendant, and by him paid over to Martin Baum; and, on defendant's return to Cincinnati, he rendered to said Baum an account of his proceedings.

In the early part of January, 1818, defendant went to Port Lawrence, and spent the winter there and in the vicinity, attending to the concerns of the company, and returned to Cincinnati in May, 1818, about which time he was elected cashier of the Miami Exporting Company, and entered upon the duties of that office on the first of July, 1818. Considering the duties of that office incompatible with said agency, before he entered on the duties thereof he surrendered up to said Baum the said agency, and the same was then, by mutual consent, entirely terminated, and this defendant at the same time settled and closed up with said Baum all his accounts in relation to said agency, and paid and delivered over to him all moneys, papers, vouchers, and accounts, relating thereto or belonging to the concern, and did not retain papers or accounts from which he can now give any accurate statement of his proceedings in that agency.

This defendant further says, that he had been much acquainted in the Maumee country since the year 1807, and has held property in that region since 1817; that he has resided in Cincinnati since 1814, and thus has had occasion frequently to visit that region; that said Baum, as defendant believes, never visited that section of country, and that, when defendant was about to visit that place, he was often applied to by said Baum to execute some commission for him in relation to lands, or other matters under his care in that quarter, to which defendant frequently attended, for the accommo-

dation of said Baum. On such occasion, said Baum sometimes handed to said defendant a few lines, authorizing him to collect rents, or to make short leases, or perhaps to transact other items of business—all understood to be confined to the particular time at which defendant was to visit the place; and, on other occasions, said Baum would give to defendant verbal requests to transact certain items of minor importance there. And this defendant often transacted various items of business for said Baum, always delivering to him all the papers and accounts relating to what he had done, and paying over the money, if any had been received, on his return home. If much time had been expended, or expense incurred, in Baum's particular business, defendant charged some compensation accordingly; if not, such services were rendered gratuitously.

In 1818, and for about three years thereafter, Peter G. Oliver, a brother of this defendant, had some care or supervision of some of the company property in the hands of Baum, and he, being young and somewhat inexperienced, had frequent occasion for the friendly advice and assistance of defendant, in relation to the business under his charge. John E. Hunt, of Maumee, who was at one time the agent for Baum in that region, was also, in some matters, the agent of this defendant. Defendant was personally acquainted with many of the inhabitants of that region, and had been much conversant in Baum's business there; and for these and other reasons, it has frequently happened that defendant has been made the channel of communication between Baum and persons in that region, in relation to his business there. Letters were sometimes written to defendant in relation to Baum's business, and defendant was requested by Baum to write in reply, or communications *are* made through defendant by both parties; but in all these matters defendant had no concern or agency, other than mere occasional friendly accommodation to the parties concerned.

In 1827, defendant was involved in a very unpleasant and protracted litigation with one John Pray, in that region. Said Pray commenced a suit against Baum and defendant, on an alleged contract made by Baum as trustee of the Baum Company, through Peter G. Oliver as agent, after defendant had ceased to be a member of said company, and very unjustly obtained a judgment against defendant, Baum being not served with process; against which judgment defendant was ultimately relieved in equity. Defendant was also joint owner with Baum of one or two lots in Port Lawrence, in the winter of 1817–18, on which, at considerable expense, they jointly erected a warehouse during that season; and in the foregoing matters defendant and Baum were much brought together in business of that part of the country, and defendant, in consequence, was more frequently called on by him in relation to his own business; but it was in this way, and not by reason of an agency for said Baum as trustee, or for said Port Lawrence Com-

pany, that defendant's transactions, as aforesaid, were occasioned. And since the termination of defendant's agency in 1818, as above stated, this defendant has not been agent, or had any agency, for the complainant or for said Port Lawrence Company, or said Piatt Company, or for Martin Baum as trustee of either of them, or acted as such agent, other than to perform such occasional acts and services for said Baum as are above stated.

This defendant further says, that on the 14th of August, 1818, he sold and transferred one-half of his interest in said Baum Company and Port Lawrence Company to William Steele and William Lytle, they assuming all the liabilities attaching thereto; and in like manner, in or about March, 1819, he sold and transferred all his remaining interest in the same companies to Jesse Embre and Micajah T. Williams; and since that time this defendant has not been a member of any [of] said companies, or had any interest in their company lands as a member thereof.

This defendant further, in answering, says, that the said tract No. one was purchased from the United States in 1817, as aforesaid, at the price of $20 15 per acre, and tract No. two at $76 05 per acre; that great and ruinous embarrassments had fallen on the business and enterprise of the West, not long after said purchases; real estate was depressed in value to almost nothing, and all enterprise and speculation in relation thereto was destroyed, and most, if not all, the members of said three companies became greatly embarrassed, and some of them insolvent; in consequence of which, and of the reduction in the minimum price of public lands, by law of April, 1820, as defendant is informed and believes, all three of said companies, prior to the year 1821, had resolved to abandon all their company lands, and suffer them to forfeit to the United States, rather than pay the remaining instalments thereon, one instalment only having been paid; but on the passage of the relief law of March, 1821, as defendant was also informed and believes, said companies did all agree to take advantage thereof, and thereupon caused a consolidation of their lands to be made, under the agency of Micajah T. Williams, in which said tracts, one and two, were relinquished to the United States; but this defendant had no interest or agency in that consolidation; he received no money or other thing of any of said parties arising out of it, and has no personal knowledge how the proceeds thereof were applied, and has no information within his present recollection how the surplus of $474 60, mentioned in the bill, if any such there were, was disposed of. The said tracts, one and two, having been considered by the Port Lawrence Company as their only site for a town, and the making of a town thereon having been the principal, if not the only object of forming that association, defendant always understood and believed that, on the foregoing relinquishment, said company entirely abandoned the objects of the association, gave up all idea of building a town, or prosecuting any other joint enterprise, and never

afterwards acted as a company, unless it might be for the purpose of closing up the fragments of their unprofitable enterprise.

This defendant says that, if he rightly recollects, the transfer to Martin Baum in 1817, of the certificates of lands purchased by him at Wooster in that year as above stated, was made by one single instrument of writing, including many certificates, with a covenant to make further or more formal assignments if requisite; and that, in preparing for said consolidation, the parties found such general assignment insufficient under the rules of the land office, and thereupon that this defendant executed separate assignments on each certificate; and if so, they probably bear date of the time they were made, which he believes was about the time of the consolidation, but they were made merely for the purpose of perfecting the original transfer.

This defendant denies, so far as he knows or believes, that said tracts, one and two, were relinquished with any understanding, agreement, or intent to repurchase them for the said companies, or either of them, at any future sales or in any other way; on the contrary, he says, that he heard conversation between Martin Baum, John H. Piatt, and Micajah T. Williams, and probably the complainant and others of said company, about the time of the relinquishment, as well as at other times, on the subject of the lands, and he never heard, until the filing of this bill, that there was, at any time, any agreement or understanding among said companies or either of them, or on the part of said Baum, that said lots, one and two, or either of them, or any part of said relinquished lands, should afterwards be repurchased for the benefit of said companies or either of them. And on the contrary, said Baum has always spoken of them to this defendant as being entirely abandoned, and open to purchase and competition, by himself for his own account, or by any other person, and never has intimated any obligation on his part to repurchase them for the benefit of any of said companies, and if he was under any such obligation he has always carefully, totally concealed it from this defendant.

This defendant denies that either said Baum or the complainant attended the sales in Delaware in 1827, with the design of repurchasing said tracts, one and two, for the benefit of any of said companies, and he is informed and believes that the complainant attended those sales with the intent to purchase those tracts for his own private benefit, or for himself and others, having no connection with said companies.

And defendant further says, that himself and Martin Baum, shortly before those sales, made an agreement to bid at those sales on said tracts one and two for their joint individual benefit, George W. Jones also having the privilege of taking a joint interest with them therein; and this defendant and said Baum accordingly attended those sales for that purpose. That said Baum, in so doing, professed to act entirely for himself, and for his own individual

benefit, and never mentioned that he acted for any of said companies, or was under any obligations so to do, and defendant had no knowledge or suspicion that he was under any such obligation; and on the contrary, said Baum assigned as one motive for proposing to unite in the purchase, that he had hopes thereby at some future day to be remunerated for the heavy individual losses he had sustained by the Port Lawrence enterprise, and especially by the failure of the Piatt Company to refund to him their share of his disbursements on account of the Port Lawrence Company. At this time, John H. Piatt, the leading member of the Piatt Company, had been dead for several years, very largely insolvent, and William Steele, who had become the owner of more than half the interest in the Baum Company, had also been dead several years, utterly insolvent, and Worthington and Worth had for some years left this part of the country. But those lots were not offered at said sales; the aforesaid agreement between Baum and this defendant related only to bidding at that sale, and was terminated and abandoned on ascertaining that the lots were not then to be offered.

And this defendant does not know nor admit, nor does he believe, that said Baum as trustee as aforesaid, or for the benefit of the complainant, or of any of said companies, remonstrated against the selection of said tracts one and two for the Michigan University.

This defendant denies that said Baum, as trustee for said companies, or in any capacity whatever, authorized this defendant to open or make any negotiation with the trustees of the Michigan University for an exchange of said tracts one and two for other lands, or for procuring said tracts one and two from said University in any way, or that this defendant ever did open or make a negotiation for such exchange, as agent for or on behalf of said complainant, or of any of said companies, or of Martin Baum as trustee thereof. But this defendant says that he did, in his own right and on his own account, make an exchange of lands with said University, by which he obtained from them said tracts one and two; the circumstances in relation to which, so far as this defendant is now able to recollect or state them, are as follows: After the sale of lots in Port Lawrence, and prior to the relinquishment of that town site in 1821, as before stated, the purchasers of lots in that town, beside the purchase money they had paid thereon, had several of them expended considerable sums of money in improvements on their lots, all which they had lost by the relinquishment. This defendant was a member of the company in 1817, the agent who made the sales in that year, and personally known to most of the purchasers, who alleged that they had been induced to purchase while the title from the United States was imperfect, from their acquaintance with this defendant, and in reliance on his integrity and fair dealing, and therefore urged special conscientious claims on this defendant to see them indemnified for

their losses. Without considering the question of legal liability to them, defendant was strongly desirous that such claims should be satisfied. Being frequently on the spot, he was occasionally authorized by said Baum soon after the relinquishment to take up such claims, which he did, and the amount was refunded to him by said Baum. In the summer of 1822, defendant in this way, at the request of said Baum, paid to purchasers of lots in Port Lawrence for their claims as above stated, the sum of $416 14, expecting the same to be refunded to him by said Baum on his return home. But on presentment of his account therefor, said Baum complained of want of money, and declined paying it, alleging that the Piatt Company had refused to contribute any thing further, and that defendant must get their share out of that company, and finally induced defendant to take a certificate, in nature of an order on that company, of the share of that payment due from them, said Baum still remaining liable therefor, which certificate is dated September 10th, 1822, and is for $213 07, and a copy thereof, marked L, is referred to as a part of this answer. This defendant is not able to state the items of payment on which this certificate was founded, the account having been left with Baum, but he knows it was for moneys due to purchasers of lots in Port Lawrence, in consequence of the forfeiture thereof by the company. Defendant made repeated, but fruitless efforts to obtain the amount of this certificate from different members of the Piatt Company, and from Baum, and told them he would attach their lands near the Maumee, if they would not pay it. But failing entirely to obtain payment, he caused an attachment to be issued for said debt against said Baum, the complainant, William M. Worthington, and Gorham A. Worth, by mistake named George A. Worth in that suit, survivors of John H. Piatt, then deceased, in the Monroe county court of the Territory of Michigan, by virtue of which, the southwest quarter of section two, town. three, the west half of section three, town. three, and the southwest quarter of section four, town. three, situate in said county of Monroe, were duly attached on the 15th of October, 1825, in which suit such proceedings were had, that in October, 1826, judgment was rendered in favor of this defendant, on his claim aforesaid for $265 94, and costs afterwards taxed to $67 81¼. And afterwards, pursuant to an order of said court, the said southwest quarter of section two, town. three, and the west half of section three, town. three, were sold by the auditors in the cause to Charles Noble, as agent for this defendant, as the highest bidder, on the 5th of April, 1828, for $241 60, that being the full value thereof at the time, and a deed duly made by said auditors, and acknowledged and delivered by them on the 27th of August, 1828, to said Noble, who, on the same day, conveyed the same to this defendant. The other quarter-section attached was not further acted upon, the defendants in that suit not having title thereto, as defendants understood.

This defendant further says, that after said Baum had refused to pay him the amount for which the foregoing certificate was given, and neglected further provision for similar claims, the purchasers of lots in Port Lawrence still more earnestly urged on defendant their claim to his assistance, in obtaining satisfaction of their claims; and defendant accordingly urged said Baum to make provision to satisfy them. But said Baum replied, that he had already advanced for said Port Lawrence Company many thousand dollars beyond his individual share, which the members of the company would not reimburse him; that the members of the Piatt Company, especially, utterly refused to make any further advances, or have any thing more to do with the concern, and he had entirely abandoned it; that John H. Piatt was dead, largely insolvent; that some others of the concern were hopelessly insolvent, and all of them more or less embarrassed, and none of them disposed to pay, and he had very little hope, without more trouble and hard feelings than it was worth, of ever obtaining any further contributions from most of them; that he was himself greatly embarrassed and unable to raise money, and that the property of the company must pay whatever further was to be paid for the concern, and he therefore refused to make any arrangements himself to satisfy such purchasers. Said Baum was in fact much embarrassed at that time, having, apparently, but little personal property, and his real estate being bound by large amounts of judgments rendered in the federal courts of Ohio, in the fall of 1822, and subsequently. The only proposition defendant could obtain from said Baum was, that the property of the Port Lawrence Company, held by him, should be applied in payment of such claims, and that he would give defendant security thereon to refund him, if he would satisfy such claims. Situated as defendant was, he was induced to accept this proposition, which was made early in the year 1823, and accordingly, in the course of that summer, he paid off the claims of several purchasers of said lots, among which, he recollects, was a large claim of Benjamin F. Stickney, on which an attachment levied on the lands of said company was then pending and in progress for a sale.

Having delivered over the papers to said Baum on returning home, defendant cannot state the items included in this transaction, but he settled with said Baum the amount due him thereon, on the 27th of August, 1823, and for the security of the amount so due, being $1,835 47, said Baum, pursuant to his prior agreement, as above stated, executed to defendant a mortgage of that date on the said tracts Nos. three, four, eighty-six, and eighty-seven, except sixty acres of tract eighty-six, which Baum, as he alleged, had conveyed, in January preceding, to Joseph Tromly and Joseph Prentis, in satisfaction of similar claims, on account of lots sold in Port Lawrence, and improvements erected thereon, which mortgage provides for the payment of said sum of money to this defendant on the 1st of January, 1824, with interest from the 1st of September,

1823, and contains the usual covenants, warranting the title of said lands to this defendant against all claims whatsoever, and a copy thereof, marked I, is referred to and made part of this answer.

When this mortgage became due, said Baum still refusing to pay the same, and defendant not being able to obtain payment thereof from any of the company, though he applied to several of them, and especially to complainant for payment thereof, defendant was compelled to resort to legal proceedings thereon, and accordingly caused a suit in chancery to be instituted for foreclosure thereof, in the supreme court of the Territory of Michigan, in the year 1825, and in that suit such proceedings were had, that, after much vexatious delay, the court decreed, in January, 1828, that said Baum should redeem said mortgaged premises, on or before the first Monday of July then next, by paying said mortgage, debt and interest, then amounting to $2,305 96 and costs, afterwards taxed to $58 72, and in default thereof, that said mortgaged premises should be sold by the assistant register of that court, on the first day of September then next, and by him conveyed to the purchaser; and said Baum having failed to redeem, said premises were sold pursuant to said decree, on the day appointed, to this defendant, he being the highest bidder, for the sum of $6[illegible], that being the full value thereof at the time, and a deed duly executed to defendant accordingly, which bears date the same first day of September, 1828, and a copy thereof, marked K, is referred to and made a part of this answer; and the residue of said decree still remains due to this defendant from complainant and others.

And this defendant says and insists, that the said supreme court of the Territory of Michigan, and the said Monroe county court of said Territory, had, respectively, jurisdiction of the several proceedings prosecuted before them as aforesaid; and although said lands lie in the tract which has been in controversy between said Territory and the State of Ohio, said Territory was then peaceably exercising jurisdiction over the Territory in which said lands are situated, and so has done since Ohio became a State, with the assent of Ohio, as this defendant believes, and, as this defendant insists, had good and lawful right so to do; and by virtue of the proceedings and deeds aforesaid, he acquired the title of the several parcels of land included in his deeds aforesaid.

This defendant further says, that during the pendency of said suits in chancery and attachment, the members of said Piatt Company, said Baum, and others of his company, and especially the complainant, knew thereof, and were informed thereof by this defendant, and were repeatedly urged by this defendant to satisfy his said claims and release the lands; and defendant recollects that he wrote to the complainant, urging his attention to this matter; and even after defendant had acquired an indefeasible title to the quarter sections attached, he offered to the complainant to release them, if he would satisfy the claim.

This defendant further says, that after he had acquired the title to said lands, by virtue of the proceedings aforesaid, being aware of the technical objections which are sometimes taken to judicial proceedings, and being desirous of placing his papers in such form as would best facilitate obtaining the patents from the United States, especially as one of the tracts was not entirely covered by defendant's title, and considering said Baum obligated, as well by his original agreement and in good conscience, as by the effect of said judicial proceedings, to do all in his power to perfect defendant's title, he claimed of said Baum a transfer of the certificates from the United States for said lands. This defendant had bid for said lands their full value, more than they would have been sold for to others in cash, lands there being then very unsaleable, and many adjacent lands, of similar value, remaining unentered for some years thereafter; and said Baum, finally, did transfer to defendant the said certificates, for the purpose of more easily and fully assuring to defendant his titles thereto, and by way of more perfect satisfaction of so much of complainant's claims against him, and said Port Lawrence Company, and Piatt Company, said Baum then and always representing that he had good right so to do, and this defendant not knowing or suspecting the contrary.

This defendant, also, about the same period, purchased of said Baum the said southeast quarter of section three, town. three, in satisfaction of the residue still due from him and said Piatt Company, on the judgment in attachment aforesaid, being really more than the fair value thereof, and than it could then have been sold for in cash, and received from said Baum a transfer of the certificate therefor, said Baum then, also, in like manner representing that he had good right and authority to make such sale and transfer, and this defendant not knowing or suspecting the contrary; and if said Baum was not authorized to make the foregoing transfer, and by reason thereof, any claim can accrue to *to* the complainant, this defendant insists that said Baum and his estate are liable and accountable therefor; and this defendant sold the said last mentioned quarter-section before the commencement of this suit. On the 3d and 6th of December, 1830, patents were issued to this defendant for the said four quarter-sections, and said tracts three and four, and on the 6th of January, 1831, for said tracts eighty-six and eighty-seven, being in trust for the vendees of said Baum, as to the aforesaid sixty acres in tract 86. And this defendant does not know, nor admit, that said several certificates, or any of them, were transferred to this defendant without the knowledge and consent of the complainant, and he recollects that he spoke with the complainant on the subject of the transfers not long after they were made, and he insists that they were made with the privity, and by the authority, of the complainant. And this defendant denies that said transfers were made to him for the purpose of obtaining the legal title for the benefit of any person whatever

but himself, except as to the said sixty acres; and he denies that he fraudulently obtained said patents, or any of them, from the United States, but says that he obtained them in good faith, for his own benefit, in manner above stated, as he had good right to do, and without any notice or knowledge of any fraud or breach of trust on the part of said Baum, in relation to said lands; and he denies that he holds, or has ever held, any of said lands fraudulently, or to the injury of the complainant, or any other person; and he further says, that he was not, in any way, agent for said Baum, or for the complainant, or for said Port Lawrence Company, or said Piatt Company, in any of the legal proceedings aforesaid, resulting in the purchase of said lands, or in the transfers of said certificates by Baum to this defendant, as aforesaid.

This defendant further says, that from the time he first found himself compelled to resort to legal proceedings against said lands for the collection of his claims, as aforesaid, anticipating that he might probably be compelled, by the unsaleableness of lands then, to purchase them in himself, at the end of the law, his thoughts were again occasionally turned upon the project of building up a town in that quarter, whereby his property in that region might become more worthy of the time and attention he would be compelled to bestow upon it. Defendant considered said tracts, one and two, as the main site for such a town, and therefore had an eye upon those tracts, with reference to such an enterprise. With such a view, he attended the sales at Delaware, with said Baum, in 1827, as before stated, and that plan having failed, when he found that the Michigan University had become the owners of said tracts one and two, he did, on his own account, and for his own benefit, and not as agent for any other person whatever, make a proposition to the trustees of said University, on the 12th of August, 1828, to purchase from them those tracts, offering them in exchange therefor a certain quantity of land, to be selected, among others, from any unsold lands of the United States, or any of the lands included in this defendant's legal proceedings aforesaid, then standing in the name of said Baum.

This defendant had not, at the time, the title of any of these lands; but those of the United States he could procure by entry, and of the others, a part stood bid off for him at the auditor's sale, under the attachment aforesaid, though the deed was not executed, and others stood advertised for sale on the first of September thereafter, under the decree in Chancery aforesaid; and with such facilities for acquiring the titles, he felt authorised to make such a proposition. That proposition was discussed among said trustees, as defendant understood, and referred to a committee, who examined the lands, and enquired into the state of the titles. It was represented to defendant, that there was much difference of opinion on the subject of the exchange, some of the trustees urging that they ought to retain the town site, as it would, some day, become very

valuable; and others insisting that their true policy was, to put the town site into the hands of private individuals of influence, wealth, and enterprise, competent to build up a town in a wilderness, vesting their own interest in other adjacent lands, whereby they might reap the profits of improvements without sharing in the expense and trouble; that, if the University retained the town site, they had not either the corporate powers or the means to make and build up a town, and thereby the improvement of the place would be entirely obstructed. With such views, the advocates of the exchange expected some reasonable assurance that a town would be built up in the event of an exchange.

This defendant was not considered a person of large pecuniary means, or extensive connections in that part of the business world conversant in such enterprises, and therefore he perceived that his name would not give much weight to this argument in favor of an exchange. He expected, of course, if he should attempt to build up the town, to embark with him in this enterprise others of adequate influence and wealth. He, therefore, stated to some of the trustees, that in case of the exchange being made, he would associate with him in building up a town, Martin Baum, Jacob Burnet, and Micajah T. Williams, all of whom he expected would engage in it, and were favorably known to the trustees as influential men, and some of them regarded with particular interest and confidence.

After a good deal of discussion among individuals, the committee, to whom the matter was referred, made a report, dated on the 20th of August, and laid before the board of trustees on the 22d of August, 1828, recommending an exchange, by giving the tracts, one and two, in exchange for three and four (except ten acres of three) and the three quarter-sections, sold under the attachment, being the same in terms and form as was finally adopted, and this report being the basis of the subsequent proceedings in consummating the exchange. In this report, the name of Martin Baum was introduced as a leading party concerned in the exchange. This defendant cannot now recollect very distinctly, if he knew fully at the time, how the name of said Baum came to be so introduced; but he recollects it was considered, by some of the advocates of the exchange among the trustees, as important to the success of the negotiation, that it should assume that form; that defendant did not consider it of any importance to himself, and he thought it imprudent to except to the manner in which they were disposed to conduct the business, lest it should prejudice his object. It is probable, that the peculiar state of the titles at the time, and the special reliance placed on the influence of said Baum, and the other persons proposed by defendant as intended associates, were circumstances, among others, inducing a preference for such a form to the negotiation. From his friendly relations with said Baum, Burnet, and Williams, he did not hesitate thus to use the names of either of them without their authority, believing that they would

ultimately engage in the enterprise, or if, by possibility, they should fail, he could make other arrangements equally satisfactory to the trustees; and considering that he had special claims on said Baum for aid in any matter of business of this sort, by way of reciprocity for various gratuitous accommodations to him; and defendant intended to claim his friendly assistance, and the use of his name and influence in consummating this negotiation, so far as he should find it material. This defendant was not particularly acquainted with the various proceedings of the trustees in the matter, being present there but a small part of the time while the negotiation was pending, but it appears that the form of them was such, that when the exchange was consummated, and said trustees made the requisite application to Congress for a law authorising the exchange, that application was made for an exchange with Martin Baum and others, and in consequence thereof, as defendant supposes, the law was passed in that form—a form which defendant did not consider prejudicial to his interests in the matter, and was not so regarded by said trustees.

And this defendant says, that, in making the proposition and exchange aforesaid, he was not the agent for the complainant, or said Port Lawrence Company, or Piatt Company, or any of them, or of said Baum, as trustee thereof; that he had no authority from said Baum, Burnet, or Williams, to make said negotiation, or use either of their names in connexion therewith; that neither said Baum, or any other person, contributed, or were obligated to contribute, any thing to the expense attending said negotiation or consummating the exchange, nor did either of them decide whether they would engage in the enterprise, or take an interest in said property, until some time in the year 1831, after the defendant had acquired the patents therefor; nor did either of them take any part, or render any assistance in the transactions connected with the exchange, either gratuitous or otherwise, so far as defendant can recollect, except that said Baum, and perhaps said Burnet and Williams, at the request of this defendant, and by way of friendly accommodation to him, rendered assistance in procuring the passage of a law by Congress to authorize the exchange. And this defendant denies that he ever made any proposition to said University for the exchange of said lots, or had any negotiations with them in relation to an exchange, as agent for the complainant, or of either of said companies, or of said Baum, as trustee thereof.

The foregoing proposition was originally made by this defendant in his own name, and for his own account entirely; the name of Baum and others being subsequently introduced in the progress of the negotiation, in manner above stated, for no other purpose, so far as defendant knew, than to facilitate this defendant's negotiation; and neither said Baum, Burnet, or Williams, ever claimed any right or interest by reason of their names having been thus used; nor did this defendant ever suggest, or propose, that said Baum

should take any interest in said lands, or the said town, as trustee, or in any way for the benefit of the claimant, or of any of said original companies; nor did said Baum ever take, or propose to take, any such interest for them, or any of them, or in any other way than for his own individual benefit.

On the passage of the law by Congress authorizing the exchange, and with the knowledge and assent of said Baum, the trustees of said University executed their deed to this defendant for said tracts, one and two, dated February 7th, 1831, a copy of which is referred to as a part of this answer, and marked M, and which is made pursuant to the original proposition of this defendant for the exchange, and according to the real intent of the negotiations and agreement in relation thereto, and is not made to defendant as assignee of said Baum. And at the same time this defendant conveyed to said University the tracts three and four, except the ten acres as aforesaid, and the three quarter-sections agreed to be given in exchange. On the above deed to him from the University, this defendant obtained from the United States the patent for said tracts one and two, referred to in the bill, dated March 4th, 1831, in which patent defendant is mentioned as assignee of Martin Baum in the said deed from the University, for the purpose, as this defendant supposes, of connecting said patent with the law under which it was issued; but defendant was not, in fact, in any way, the assignee of said Baum, as to said tracts one and two, nor in any other way in connexion with the transaction, except that, subsequent to his original proposition, and to the aforesaid report of August 20th, 1828, on which the ratification of the exchange by the trustees of the University was founded, the formal title to the lands to be given by defendant in exchange had been transferred from said Baum to this defendant. And this defendant denies that, in procuring said patent, or making said arrangements with said University, he was acting as the agent of said complainant, or of said Piatt Company, or Port Lawrence Company, or of said Baum, as trustee thereof; or that he holds, or has ever held, the said lands, or any part thereof, in trust for them, or any of them. And he further says, that when he procured said patent for tracts one and two, and made his said deed in exchange therefor, he had no notion or knowledge of any right or claim of the complainant, or of any of said Port Lawrence Company in said lands, or of any fraud or breach of trust on the part of said Baum, which could affect the title thereto.

This defendant further says, that, in October, 1834, long after all agency for any of said land companies, or for said Baum, as trustee thereof, was ended and settled up, and after the death of said Baum, this defendant purchased of said Michigan University, by contract, the said three quarter-sections, and the tracts three and four, by him previously conveyed to them as aforesaid, and received a deed therefor, dated May 5th, 1837, having previously paid them the purchase money, which purchase he made exclusively for himself and

on his own account; and this deponent is informed, and believes, that said Michigan University, when they received the conveyance from this defendant for the same lands, dated February 7th, 1831, and conveyed tracts one and two to him in exchange therefor, as aforesaid, and also when they acquired their right to said tracts one and two from the United States, and conveyed the same to this defendant, had no notice or knowledge of any interest, right, or claim of the complainant, or any of his said associates, such as is set up in the bill by complainant, in or to any of said lands, or of any breach of trust on the part of said Baum that could affect the title thereof, if any such there was, but were innocent purchasers in good faith, for a full consideration paid.

And this defendant, in answer to the special interrogatories contained in the bill, says, that said parties did not agree to unite their several interests in the tracts of land mentioned in the bill, but that the same were originally jointly purchased, in the manner and on the terms and considerations, and held for the purposes herein before stated; that the certificates for the said five quarter-sections, as he believes, were transferred to said Baum, in manner and on the terms, and for the purposes herein before stated; that said Baum did act as trustee for said Port Lawrence Company and Piatt Company as to said lands, while he held the title thereof, and controlled and managed the same at his discretion, and sold parcels thereof, and among others sold the aforesaid sixty acres of tract eighty-six, to pay claims of purchasers of lots in Port Lawrence. But how long said Baum continued to act as trustee, defendant does not know; but defendant denies, so far as he knows or believes, that said Baum ever acted as such trustee in relation to said tracts one and two, after his said relinquishment thereof in 1821, or as to said tracts three and four, eighty-six and eighty-seven, and said four quarter-sections, after defendant acquired the titles thereof, as herein before stated. That this defendant, as agent for said Port Lawrence Company, did lay out a town in 1817, and sold some of the lots in said town, and fully accounted therefor at the time, as herein before stated.

But this defendant says, that some of the heirs and representatives of Martin Baum, defendants in this suit, who have the possession and control of the books, papers, and accounts of said Baum's estate, as defendant is informed and believes, have purchased or claim to have purchased the interests of others of the Port Lawrence Company in the same situation with the complainant, and are uniting with the complainant in the prosecution of this suit, and are entirely adversary in interest to this defendant, the estate of Martin Baum being undefended, and some of said representatives of Martin Baum, as defendant is also informed and believes, have also a large interest in the town of Maumee, in the vicinity of said tracts one and two, and exerting themselves to build up that town as a central point of business in that quarter, and in that respect as

rival of the town laid out on those two tracts, and on that account also have a weighty interest against this defendant in the present litigation, and therefore defendant cannot have access to the papers of Baum's estate, tho' he has requested it. And the papers relating to defendant's transactions for said Baum, concerning the business and property of said company, having been from time to time delivered over to said Baum, and defendant retaining very few and imperfect accounts thereof, defendant is not able, for want of information, to give a correct account of the sales of land made by him for said company, nor a particular and accurate statement of any of his proceedings, or transactions for said Baum, but defendant believes that the papers and accounts from which such statement could be made, can be obtained from the defendants, Alexander H. Ewing, or Jacob Baum, or the administrators of Martin Baum. And from the great lapse of time and variety of matters involved, there may be material facts or circumstances, which have escaped the recollection of this defendant, and there may also arise, upon said papers, circumstances requiring from this defendant explanation of the purport and occasion thereof for the full and fair defence of this cause. Wherefore, if it shall appear on the production of said papers, that further answer is requisite, either for the benefit of the complainant or for his own defence, he craves leave, therefore, to answer more fully.

And as to the sales and disposition made by this defendant of said tracts one, two, three, four, eighty-six and eighty-seven, and said four quarter-sections, since defendant acquired the title thereof for himself, in manner aforesaid, if there be any thing in the bill requiring an answer in relation thereto, this defendant insists that he is not bound in law to state the same, the complainant having no right, title, or interest in said lands, or any right to an account in relation thereto.

This defendant further says and insists, that if said Baum has been guilty of any fraud or breach of trust in the premises, to the injury of the complainant and his associates, he has deceived this defendant also, and defendant has not been cognizant thereof, or participating therein, and said Baum has left a large estate, abundantly sufficient to respond to any injury complainant may have sustained, and now remaining in the hands of his heirs and administrators, defendants hereto, and the same ought to be resorted to for that purpose without harassing this defendant, said Baum being responsible to this defendant, as he insists, for the title of the lands to which the complainant sets up a claim.

This defendant further says, if there was any obligation on the part of said Baum to repurchase said tracts one and two, after the relinquishment in 1821, and if there be any thing in law which can involve defendant's title with that obligation, or otherwise effect defendant's title in any of the lands in controversy, which defendant does not admit or believe, then this defendant alleges and

insists that he has been informed by said Baum, and so believes the facts to be, that all the members of said Piatt Company utterly abandoned all the said lands in which they were originally interested as aforesaid, and gave them up, as necessarily all absorbed in providing for the expenses and the claims against the Port Lawrence Company, arising on the relinquishment in 1821, to which they intended those lands should be applied. That said Piatt Company, all of them, neglected and refused to furnish Baum any money or other means for any disbursements on account of the Port Lawrence Company, after the relinquishment of tracts one and two. That said Baum repeatedly and earnestly requested them to contribute their shares to such disbursements, but they all refused, some of them declaring they would not pay another dollar, nor have any thing more to do with the property. That Baum was compelled to advance large sums of money for the shares of said Piatt Company of those disbursements, which still remain due to his estate, the amount of which defendant is not able to state with accuracy, tho' he believes it can be ascertained from the papers of said Baum in the hands of his representatives, but he believes the amount was several thousand dollars, which neither the complainant nor any of said Piatt Company have ever offered to refund. On the contrary, the complainant at an early period declared to this defendant, that he would not make further advances to said Baum on the concern, and that he meant to have said Baum to bear the burden of it himself, and that the purchasers in Port Lawrence might sue said Baum, and get their money from him. That none of said Piatt Company ever contributed or offered to contribute any thing for the repurchasing of said tracts one and two, or rendered any assistance in attempting to repurchase them, or expressed a wish that they should be obtained again for said company. That John H. Piatt, who was the leading and influential man of the Piatt Company, and usually acted for the complainant when absent, in relation thereto, died in February, 1822, largely insolvent and immensely indebted. That William M. Worthington and Gorham A. Worth left this part of the country soon after that time, refusing all further concern in the business.

And this defendant says, that the complainant was acquainted with the legal proceedings aforesaid, by which defendant acquired his titles as aforesaid, during the pendency thereof, and of the title so acquired by defendant in 1828, and also of the transfer of said certificates to this defendant soon afterwards, and that defendant claimed the property in his own right, and on his own account.

This defendant further says, that pursuant to his assurances to some of the trustees of the Michigan University, he did, in 1831, after he had obtained the patents as aforesaid, propose to Martin Baum, Jacob Burnet, and Micajah T. Williams, to take an interest in tracts one, two, eighty-six, and eighty-seven, for a specific sum of money, and engage with him in an enterprise for building up a

town there. That Baum and Williams accepted the proposition, and paid the consideration, but Burnet declined, and a town was accordingly commenced on tracts one and two, which has since been extended on to three and four. That all the interest of said Baum acquired by the aforesaid contract of 1831, in said lands, was sold for the value thereof paid by his representatives to this defendant, and duly conveyed in 1833, said Baum having died prior to 23d February, 1832. That the project for building up a town on one and two has since been prosecuted by defendant with vigor, at much expense and trouble, and many third persons have become interested, either by deed or contract, or otherwise, to large amounts, in said town. Valuable improvements have been made thereon, and various important interests, both public and private, involved. All which proceedings as they occurred, as defendant alleges and believes, were known to complainant, and yet the complainant, so far as defendant knows or believes, made no objections or complaint, and set up no claim to said property, until about the time of filing this bill, shortly prior to which an unusual excitement in land speculations in that quarter aroused the cupidity of so many speculators to seek for sudden fortunes upon desperate hazards. And this deponent relies upon the lapse of time, the defaults, laches, and acquiescence of the complainant and the statutes of limitation, in bar of the claim set up in the bill.

This defendant further says, that he does not admit that John Rowan has transferred to the defendant Ewing the share purchased by said Rowan from Jacob Burnet; but he says that he is informed, and alleges, that said Rowan still claims the same, and that he is a citizen and resident of the State of Kentucky; that half of the share originally owned by this defendant, the shares of Schenck, Hunt, Barr, and half of the share of Mack, making seven and a half thirteenths, were, as defendant is informed and believes, transferred to William Steele, who died about ,
and that the same were conveyed by said Steele, in his lifetime, to John Edwards, in trust, and are now ordered by said Edwards, or by John Rowan as his assignee, or by the heirs of said William Steele, all of whom are citizens and residents of the State of Kentucky; that the share of Gorham A. Worth, though nominally transferred to the defendant Ewing, is in part, as defendant is informed and believes, still the property of said Worth, who is a citizen and resident of the State of New York; that William M. Worthington is a citizen and resident of the State of Louisiana, and not of the State of Ohio; and defendant does not admit the transfer of his share, as alleged in the bill; that Isaac Dunn, and Frances Dunn his wife, Israel T. Canby, and Abraham S. Piatt, defendants, are all citizens and residents of the State of Indiana, and not of the State of Ohio; and, therefore, this defendant insists that this honorable court has not jurisdiction of this cause.

And this defendant denies all fraud and combination wherewith, in and by the said bill, he stands charged. Without that, that any other matter or thing in the said bill of complaint contained, not herein sufficiently answered unto, confessed or avoided, traversed or denied, is true. All which matters and things this defendant is ready to aver and prove, as this honorable court shall direct, and humbly prays to be hence dismissed, with his reasonable costs in this behalf most wrongfully sustained.

P. B. WILCOX, *Sol'r.*

STATE OF OHIO, *city of Cincinnati, ss:*

Before me, Samuel W. Davis, mayor of the city of Cincinnati aforesaid, and ex-officio justice of the peace, personally came William Oliver, the above named defendant, and, being duly sworn, maketh oath that the facts stated in the foregoing answer, so far as stated from his own knowledge, are true, and so far as stated from information or belief, he believes them to be true.

WILL. OLIVER.

In testimony whereof, I have hereunto set my hand, and [L. S.] the seal of the said city, this 29th day of June, A. D. 1838.

SAM. W. DAVIES, *Mayor.*

*Exhibits referred to in the foregoing answer.*

Exhibit G.

"Know all men by these presents, that I, Martin Baum, of Cincinnati, in the State of Ohio, for divers good causes and considerations me thereunto moving, have made, constituted and appointed, and by these presents do make, constitute and appoint, William Oliver, of said place, my true and lawful attorney, for me and in my name, to sell and dispose of the lots in a town to be laid off at Swan creek, on the Miami of the Lakes, agreeably to a letter of instructions herewith delivered, and to receive payment for the same from the purchasers, and to execute and deliver certificates in the nature of title bonds for the lots by him sold, and to do all lawful acts requisite for affecting the premises, hereby ratifying and confirming all that my said attorney shall lawfully do therein by virtue hereof.

"In testimony whereof, I have affixed my hand and seal, this fourteenth day of August, in the year eighteen hundred and seventeen.

"MARTIN BAUM. [L. S.]

"Signed, sealed, and delivered in presence of
AND'W M. BAILEY,
W. R. SCHENCK."

THE STATE OF OHIO, *Hamilton county, ss:*

Before me, John Mahard, a justice of the peace in and for the said county, personally appeared Martin Baum, the above named

grantor, who acknowledged the above power of attorney to be his voluntary act and deed, for the uses and purposes therein mentioned.

In testimony whereof, I have hereunto set my hand and seal, the 14th day of August, 1817.

JOHN MAHARD. [L. S.]

THE STATE OF OHIO, *Hamilton county:*

I, John S. Gano, clerk of the court of common pleas within and for the county of Hamilton aforesaid, do hereby certify that John Mahard, esq., before whom the within and foregoing acknowledgment appears to have been made, is, and was at the time thereof, one of the justices assigned to keep the , within and for the county aforesaid, duly elected, commissioned, and sworn into office, and that full faith and credit are due and ought to be given to all his official acts as such, as well in all courts of record as thereout.

In testimony whereof, I have hereunto set my hand, and [L. S.] affixed the seal of our said court of common pleas, at Cincinnati, this fourteenth day of August, A. D. 1817.

J. S. GANO, *Clk. H. C.*

*Exhibit H.*

"CINCINNATI, *August* 14, 1817.

"SIR: You will observe, by the power of attorney this day handed to you, that you are appointed an agent to lay out a town at the mouth of Swan creek, on the Miami of Lake Erie. Your appointment is for one year, commencing this day; for which services, so rendered, you are entitled to receive from the proprietors twelve hundred dollars; and the proprietors of the lands lying in that country, but which is a distinct concern from the above, have agreed to allow you three hundred dollars, for attending to their separate business.

"Your ob't serv't,

"MARTIN BAUM.

"MR. W. OLIVER."

*Exhibit L.*

"CINCINNATI, *Sept.* 10, 1822.

"It is hereby certified, that there is due William Oliver, from the Port Lawrence Company, two hundred and thirteen dollars and seven cents, which said Oliver refunded, by request of the company, to purchasers of lots in Port Lawrence, the title of which has been relinquished to the United States by the company; it being the amount due on the shares originally owned by John H. Piatt, Robert Piatt, G. A. Worth, and William M. Worthington.

"MARTIN BAUM,

"*Agent for the Port Lawrence Land Company.*"

There are two orders in the hands of William Oliver: one on Will. Steele, esq., dated Cincinnati, Sept. 10, 1822, for $139 31; and one other on Major Robert Piatt, G. A. Worth and others, of same date, for $213 07, relating to the business of the Port Lawrence Company, not included in the sum inserted in the mortgage executed by me to Will. Oliver this day, and which, of course, is not embraced in said arrangement.

MARTIN BAUM.

*Exhibit I.*

"CINCINNATI, *Aug't* 27, 1823.

"This indenture, made this twenty-seventh day of August, in the year of our Lord one thousand eight hundred and twenty-three, between Martin Baum, of the first part, and William Oliver, all of Cincinnati, Hamilton county, Ohio, of the second part, witnesseth: That the said Martin Baum, for and in consideration of the sum of eighteen hundred [and] thirty-five dollars and forty-seven cents, lawful money of the United States, to him in hand well and truly paid by the said William Oliver, the receipt whereof is hereby acknowledged, hath granted, bargained, sold, aliened, released, conveyed, and confirmed, and by these presents doth grant, bargain, sell, alien, release, convey, and confirm, unto said William Oliver, heirs and assigns, forever, all the following described tracts of land, situated within the United States reservation of twelve miles square, at the foot of the Rapids of the Miami of Lake Erie, as numbered and sold by the United States at the public sales at Wooster, in 1817, viz:

Tract numbered three, on the west side of the Miami river aforesaid, containing one hundred and fifty-four and one-fourth acres. Tract numbered four, on the same side of the river aforesaid, containing one hundred [and] forty-three and one-fourth acres. Tract numbered eighty-six, on the opposite and east side of the Miami river aforesaid, containing one hundred and eighty-one acres, excepting sixty acres off the upper end of said tract, to be of equal width across the same, agreeably with the sale made by the aforesaid Martin Baum to Joseph Prentice and Tromley, in January, 1823. And tract numbered eighty-seven, on the same side of the river as last tract, containing ninety-three acres. And all the estate, right, title, interest, claim, and demand of him, the said Martin Baum, of, in, and to the said premises, and every part thereof; together with all and singular the privileges and appurtenances to the same belonging, or in any wise appertaining; and the rents, issues, and profits thereof; to have and to hold the premises hereby bargained and sold, or meant or intended to be, with the appurtenances, to the only proper use and behoof [of] the said William Oliver, his heirs and assigns forever. And the said Martin Baum, for himself, his heirs, executors, and administrators, do promise, covenant, and agree, to and with the said William Oliver, his heirs, executors, ad-

ministrators, and assigns, that he is the true and lawful owner of the premises hereby granted, and hath good right, full power, and lawful authority to sell and convey the same, in manner and form aforesaid.

And further, that he, the said Martin Baum, for himself, his heirs, executors, and administrators, will warrant and forever defend the aforesaid premises, with their appurtenances, and every part and parcel thereof, unto the said William Oliver, his heirs and assigns, against all persons claiming, or to claim by, from, or under him, them, or any of them, or by, from, or under any other person or persons whomsoever. Provided, nevertheless, and it is hereby expressly declared to be the true intent and meaning of these presents, that if the said Martin Baum, his heirs, executors, or administrators, shall well and truly pay, or cause to be paid, unto the said William Oliver, or his certain attorney, heirs, executors, administrators, or assigns, the sum of eighteen hundred [and] thirty-five dollars and forty-seven cents, on or before the first day of January, eighteen hundred and twenty-four, with interest thereon from the first day of September, eighteen hundred and twenty-three, being the sum due to the said William Oliver from the said Martin Baum and his associates in the purchase of said property. Then, and in that case, the foregoing indenture, and every part thereof, to be void and of no effect, otherwise to be and remain in full force and virtue.

In witness whereof, the said Martin Baum hath hereunto set his hand and seal, the day and year first above written.

MARTIN BAUM. [L. S.]

Sealed and delivered in presence of
THOMAS MITCHELL,
LEWIS WHITEMAN.

THE STATE OF OHIO, *city of Cincinnati, ss:*

Before me, mayor of the city of Cincinnati aforesaid, personally appeared Martin Baum, the grantor in the foregoing indenture of mortgage named, and acknowledged the above deed to be his voluntary act and deed, for the uses and purposes therein mentioned.

In testimony whereof, I have hereunto set my hand and seal [L. S.] of office, the twenty-seventh day of August, in the year of our Lord one thousand eight hundred and twenty-three.

ISAAC G. BURNET, *Mayor.*"

*Endorsed.*—" Received for record May 12th, 1824, at 9 o'clock, A. M., and recorded by me, this 12th day of May, A. D. 1824, in liber F, folio 230, '1, '2, '3.

" CHAS. NOBLE, *Register.*"

*Exhibit K.*

This indenture, made this first day of September, in the year of our Lord one thousand eight hundred and twenty-eight, between

Charles W. Whipple, assistant register of the supreme court of the Territory of Michigan, sitting as a court of chancery, of the first part, and William Oliver of the second part.

Whereas, at a session of the supreme court of the Territory of Michigan, in chancery, held at the court house in the city of Detroit, on the second day of January, in the year of our Lord one thousand eight hundred and twenty-eight, it was, among other things, ordered, adjudged, and decreed, by the said court, in a certain cause then depending in the said court, between William Oliver, complainant, and Martin Baum, defendant, that the whole of the mortgaged premises, mentioned and set forth in the pleadings in this cause, be sold by the register of the said supreme court, in chancery, at the village of Monroe, in the county of Monroe, and Territory aforesaid; the said register first giving six weeks' notice of the time and place of such sale, in the Michigan Sentinel, printed at Monroe, in the Territory of Michigan.

And whereas, the said Charles W. Whipple, assistant register as aforesaid, and party of the first part to these presents, in pursuance of the order and decree of the said court sitting in chancery, did, on the day of the date of these presents, sell at public auction, at the court house in the said village of Monroe, the mortgaged premises hereinafter particularly described, having first given six weeks' notice of the time and place of such sale, agreeably to the order aforesaid; at which sale, the said premises were struck off to the said party of the second part to these presents, for the sum of six hundred and eighteen dollars and fifty-six cents, it being the highest sum bidden for the same.

Now, therefore, this present indenture witnesseth, that the said Charles W. Whipple, assistant register of the supreme court of the Territory of Michigan, sitting in chancery, and at present vested with all and singular the powers of said register of said court, as appears by an order entered upon the record of said supreme court in chancery, and party to the first part of these presents, in order to carry [into] effect the said sale, so made as aforesaid, in pursuance of the decree of the said supreme court in chancery, and in consideration of the premises, and of the said sum of six hundred and eighteen dollars and fifty-six cents, paid by the said party of the second part to these presents, to the said Charles W. Whipple, assistant register, and vested as aforesaid, with all and singular the powers of register of the supreme court of the Territory of Michigan, in chancery, the receipt whereof, he doth hereby certify, hath granted, bargained, and sold, aliened, released, conveyed, and confirmed, and by these presents doth grant, bargain, and sell, alien, release, convey, and confirm, unto the said party of the second part, and to his heirs and assigns, all and singular the following described tract of land, situated in the township of Erie, in the county of Monroe, in the Territory of Michigan, and in the United States reservation of twelve miles square, at the foot of the Rapids of the

Miami river of Lake Erie, as numbered and sold by the United States, at the public land sales at Wooster, in the State of Ohio, in eighteen hundred and seventeen, to wit:

Tract numbered three, on the west side of Miami river aforesaid, containing one hundred and fifty-four and one-fourth acres; also tract numbered four, on the same side of the river aforesaid, containing one hundred and forty-three and one-fourth acres; also tract numbered eighty-six, on the opposite or east side of said Miami river, containing one hundred and eighty-one acres, (excepting sixty acres off from the upper end of said last mentioned tract, to be of equal width across the same, agreeably to the sale made by said Martin Baum to Joseph Prentis and one Tromley, in January, eighteen hundred and twenty-three;) also tract numbered eighty-seven, on the same side of said river with last mentioned tract, containing ninety-three acres of land, together with all and singular the rights, members, privileges, hereditaments, and appurtenances to the same belonging, or in anywise appertaining: to have and to hold the said premises above described, and hereby intended to be conveyed unto the said party of the second part, his heirs and assigns, to his and their own proper use, benefit, and behoof forever.

In witness whereof, I have hereunto set my hand and seal, the day and year first above written.

CHARLES W. WHIPPLE, [L. S.]
*Assistant Register in Chancery.*

Signed, sealed, and delivered, in presence of—(one word interlined, and one word erased, in the seventh line from the top; one word erased in the tenth line; one word interlined in twenty-second line; all which erasures and interlineations were made before signing. One word stricken out in 19th line from top before signing.)

HENRY A. COLE,
JOHN WINDER.

TERRITORY OF MICHIGAN, *county of Wayne, ss:*

On the eleventh day of September, A. D. 1828, before me, personally appeared Charles W. Whipple, assistant register in chancery, known to me to be the person described in, and who executed, this indenture, and duly acknowledged that he had duly executed the same for the uses and purposes therein mentioned. There being no alteration, I allow it to be recorded.

B. F. H. WITHERELL,
*Justice of the peace, county of Wayne, Ter'y of Michigan.*

MICHIGAN TERRITORY,
*Monroe county, Register's office, ss:*

Received for record the 17th of September, 1828, at 9 o'clock, A. M.

J. P. SKINNER, *Register.*

And recorded by me in liber J, folio 140, and 141, and 142.

J. P. SKINNER, *Register M. C. T. M.*

*Exhibit M.*

This indenture, made the 7th day of February, one thousand eight hundred and thirty-one, between the trustees of the University of Michigan, of the first part, and William Oliver, of the city of Cincinnati, in the State of Ohio, of the second part, witnesseth: That whereas the said trustees, on the twenty-second day of August, one thousand eight hundred and twenty-eight, on the application to them of the said William Oliver, did consent and agree to relinquish to the said William Oliver all the right, title, interest, and claim, of them, the said trustees, in, and to, two certain tracts of land, at Swan creek, in the United States reserve of twelve miles square, at Miami Rapids, known as lots numbered one and two in said reserve, in consideration that the said William Oliver should convey to the said trustees, in fee simple, certain tracts near and adjoining thereto, containing, in the whole, seven hundred and sixty-seven $\frac{50}{100}$ acres, particularly enumerated in the records and proceedings of said trustees on the said twenty-second day of August, reference being thereto had will fully appear. And whereas, in pursuance of said application, and proceedings thereon, as well on the said twenty-second day of August as on the fourth day of January last past, as by reference to said records and proceedings will also appear, the said William Oliver has this day executed, and delivered to the said trustees, a deed in fee simple of the said tracts, containing seven hundred and sixty-seven $\frac{50}{100}$ acres, in pursuance of the agreement on his part above recited.

Now, therefore, in order that the agreement, so as aforesaid recited, may be carried into effect, according to the true intent and meaning thereof, and in pursuance of the authority given to the said trustees in and by an act of Congress, entitled "An act to authorize the exchange of certain lots of land between the University of Michigan Territory and Martin Baum and others," approved January 13, 1830, the said parties of the first part, in consideration of the premises, have granted and released, and by these presents do grant and release, and for ever quit claim, unto the said party of the second part, and to his heirs and assigns forever, those certain tracts of land, designated as river lots, numbered one and two, in the United States reserve of twelve miles square, on the Miami of Lake Erie, heretofore purchased from the United States, and which having been relinquished by the said Martin Baum, under the provisions of the act of the 2d of March, one thousand eight hundred and twenty-one, for the relief of the purchasers of the public lands, were afterwards selected by the Secretary of the Treasury for the said University, under the provisions of the act of the twentieth of May, one thousand eight hundred and twenty-six, entitled "An act concerning a seminary of learning in the Territory of Michigan;" together with all and singular the hereditaments and appurtenances thereunto belonging; hereby authorizing the President of the United States to issue a patent or patents to the said William Oliver for

said lots one and two, in such manner as may be necessary to carry into effect the act first above mentioned, and the intention of the parties of the first part hereto.

In testimony whereof, the said parties of the first part have caused these presents to be signed by their president and secretary, [L. S.] and the seal of said University to be hereunto affixed, the day and year first above written.

LEWIS CASS,

*Pres't of the board of trustees of the University of Michigan.*

Attest:—C. C. TROWBRIDGE, *Secretary.*

GENERAL LAND OFFICE, *August 24th*, 1836.

I do hereby certify, that the foregoing is a true copy of the original on file in this office.

In testimony whereof, I have hereunto signed my name, and [L. S.] caused the seal of the General Land Office to be affixed, the day and date first above written.

ETHAN A. BROWN, *Commissioner.*

And this cause was continued; and afterwards, to wit, on the ninth day of August, anno domini one thousand eight hundred and thirty-eight, came the respondent, Micajah T. Williams, by V. Worthington, his solicitor, and filed in the clerk's office of said court his answer, which is in the words and figures following, to wit:

*M. T. Williams' answer.*

The several answers of Micajah T. Williams, one of the defendants, to the bill of complaint of Robert Piatt, complainant.

This defendant, now and at all times hereafter, saving and reserving to himself all manner of exceptions to the many untruths and uncertainties in said bill of complaint contained, for answer thereto, or unto such parts, and so much thereof, as he is advised it is material for him to make answer unto, he answers and says, that he does not admit, nor does he know or believe that the complainant, John H. Piatt, William M. Worthington, and Gorham A. Worth, were the equitable and separate owners of the said tracts, one, two, eighty-six, and eighty-seven, as in said bill alleged; nor that it was agreed between said complainant, John H. Piatt, William M. Worthington, and Gorham A. Worth, of the one part, and the said Martin Baum, Jacob Burnet, William Barr, Jesse Hunt, William C. Schenck, William Oliver, and Andrew Mack, of the other part, to unite the several tracts aforesaid with said tracts three and four, in the said bill mentioned, and to make the same the common property of all said individuals. But this defendant says that he has understood, and believes, that, early in the year A. D. 1817, a company was formed in Cincinnati for the purpose of land speculation, consisting of the said Baum, Burnet, Barr, Hunt,

Schenck, Oliver, and Mack, sometimes called the Baum Company, the object of which association was to purchase lands of the United States, in the vicinity of Maumee and Sandusky rivers, at the public sales at Wooster, then about to be held, for the purpose principally of laying out one or more towns at the most eligible points in that region; that said Oliver, Schenck, and Mack were appointed by said company to explore the country, and make the proper selections for their object, and purchase the same. They accordingly made the necessary examination, and selected, among other lands to be purchased for said company, said tracts one and two, as the most eligible site for a town, near the mouth of the Maumee, and said tracts, three, four, eighty-six, and eighty-seven, as appendages of said town site; and attended the public sales of the United States at Wooster, in July of the year aforesaid, to purchase the same for said company, pursuant to their instructions; that, on arriving at Wooster for that purpose, they ascertained that another company had been formed for similar purposes, consisting of the complainant, the said John H. Piatt, William M. Worthington, and Gorham A. Worth, sometimes called the Piatt Company, who had selected the same six tracts for purchase on speculation, with a view to lay out a town on tracts one and two; and that said complainant was then attending at Wooster, as agent for the said Piatt Company, to purchase those six tracts for the purposes aforesaid. That the agents of said two companies, apprehending that very high prices would be the result of competition between said companies for those tracts at the sales, and, for the purpose of preventing that competition, mutually agreed, before said tracts were offered, that they would not bid against each other therefor at said sales, but that said six tracts should be bid off by some of the said agents for the joint benefit of both companies; each company to have the undivided half thereof, and the titles to be vested in some individual for the purposes of said associations. And accordingly, when said lands were offered by the proper officer of the United States, said six tracts were bid off by one or more of said agents, pursuant to the agreement aforesaid, for the joint benefit of said two companies, without competition between them, thereby preventing the enhanced price which would have resulted from such competition; and the certificates of sales for said tracts were accordingly, soon after, vested in the said Martin Baum for the purposes of said association. And this defendant does not admit, nor does he know or believe, nor has he ever understood, that said complainant, or said Piatt Company, ever had any right or interest in said six tracts, or any of them, except what he, or said Piatt Company, may have acquired by virtue of the agreement and purchase above stated. And this defendant does not admit, nor does he know or believe, nor has he ever understood or been informed, that the two companies aforesaid, after the purchase of said lands, agreed to unite any separate interests therein; but he, this defendant, insists and be-

lieves, that whatever interest the complainant, or the said Piatt Company thus acquired therein, was a joint interest in the whole, and not a separate interest in any of the tracts; and the company, formed by the union of said two companies, in manner aforesaid, was afterwards called the Port Lawrence Company.

This defendant, in further answering, says, that, in the spring of the year A. D. 1819, while this defendant was absent in Illinois, his partner, Jesse Embree, purchased of the said William Oliver, in exchange for some other wild lands in the west of little value, an interest of one-thirteenth in the said Baum Company, which, of course, included an interest of one twenty-sixth in said Port Lawrence Company; and this defendant's first knowledge of the matters aforesaid, or of any of said company's, was on his return to Cincinnati, in March or April of the year last aforesaid. On inquiry into the business and situation of said Port Lawrence Company, and their property, of different members thereof, this defendant was informed, and he still believes, that the titles of the said six tracts were vested in the said Martin Baum, as trustee, with unlimited discretion and power to superintend, manage, sell, and dispose of the said lands for any of the purposes of said association, or to defray any claims or demands against said association; that the original object of the said Port Lawrence Company was to make and build up a town on said tracts one and two, and by selling and improving part of the lots therein, to make a profit to the company by the enhanced price of the residue, and that very general discretionary authority and power were given to the said Baum with reference to such an object; his authority resting in verbal understandings and instructions merely. On defendant's thus coming into said company, he found it entirely disheartened, greatly embarrassed, and utterly sick of the project, and that he had himself become interested in a burden of debt instead of a promising speculation.

This defendant, in further answering, says, that he understood, and believes, that the said Port Lawrence Company did lay out a town, called Port Lawrence, on said tracts one and two, in the year A. D. 1817, and made sales of sundry lots in said town in the same year; and that the said William Oliver, assisted by the said William C. Schenck, was the agent who laid out said town and held a public sale of the lots; but this defendant had no knowledge of these transactions at the time. And he has understood on inquiry, since the filing of complainant's bill, and believes, that the paper referred to in the said bill, marked A, was not executed and delivered to the said William Oliver by the said Martin Baum, as trustee, but by the individuals composing the said Port Lawrence Company, or the greater part of them; and that that paper did not form the whole of the authority of the said William Oliver on that occasion, but that he had a separate power of attorney from the said Martin Baum to make sales of lots, and give evidences of title therefor;

also, that the said agency was limited in duration to one year, as was also shown by one of the writings executed by the said Martin Baum at that time.

This defendant, in further answering, says, he has no recollection, or belief, that he had any knowledge of the original purchase of the five quarter sections in said bill mentioned, or how they were held, or owned, or for what purpose; or on what terms or conditions the certificates were vested in the said Martin Baum.

This defendant, in further answering, says, that it is true, as alleged in said bill, that in the year A. D. 1821 a relinquishment was made to the United States, by the said Port Lawrence Company, of said tracts one and two; and that this defendant was the agent who made said relinquishment, and was then a member of said company, owning one twenty-sixth part therein, as herein before stated. In preparing for the relinquishment, there was much examination and discussion. The Baum Company (in which this defendant was interested as aforesaid, by purchase from the said William Oliver) held a large quantity of lands in that region, purchased at the same sale, in the year A. D. 1817, which they intended to consolidate at the same time, including the towns of Maumee and Lower Sandusky, which they had laid out on some of those lands. This defendant having been selected as the agent to make those consolidations, and having received his instructions, repaired to the land office at Wooster for the purpose of obtaining information as to the principles on which relinquishments and consolidations could be made; and having obtained the requisite information, he visited and fully explored the lands of the Baum Company and of the Port Lawrence Company; and having selected the most desirable tracts on which to consolidate, he returned to the land office at Wooster to make the consolidation and relinquishments, in pursuance of his instructions, when he found that the plan fixed upon for consolidation was contrary to the rules adopted in the land office, and would not be allowed; and this defendant had to return to Cincinnati for further consultation and instructions.

This defendant's instructions and authority for making this consolidation, he received entirely and solely from the said Martin Baum, but with the concurrence of the other members of said companies. The subject was talked over at the time, and the details of the proposed arrangements discussed with most of the individuals composing the said companies; and this defendant recollects having had one or more conversations with the said John H. Piatt, William M. Worthington, Jacob Burnet, William Steele, then holding a large interest in said companies, and also with others; all of whom assented to the arrangement, and were desirous of having it carried into effect—the great object of every one of them being, at that time, to avoid paying any more money for said lands, and to save what they could out of the wreck of a most unfortunate enterprise. The embarrasments of the times had occasioned a very

deep depression in the value of real estate in the west; many had become alarmed, and most, if not all, the members of the said Port Lawrence Company were more or less embarrassed, and such lands were then regarded as the least desirable of all kinds of property.

This defendant, in further answering, says, that in making the foregoing relinquishments, there was no particular application of the proceeds of any tract relinquished in payment of the balance due on any other particular tract; but the proceeds of the large number of tracts standing in the name of the said Baum, and relinquished by him, were ascertained in gross, and a credit entered to that amount, as near as could be, of balances due on the lands to be retained; and this defendant had nothing to do with distributing or adjusting the individual credits, as among the different individual interests in the relinquishment, that being left to the said Baum.

The proceeds of said tract, numbered one, of two hundred and one $\frac{50}{100}$ acres, purchased at twenty $\frac{15}{100}$ dollars per acre, were one thousand and fifteen $\frac{54}{100}$ dollars; and of said tract, numbered two, of two hundred acres, purchased at seventy-six $\frac{5}{100}$ dollars per acre, were three thousand eight hundred and two $\frac{50}{100}$ dollars, making together, four thousand eight hundred and seventeen $\frac{554}{100}$ dollars. The amount due to the United States, on tracts three, four, eighty-six, and eighty-seven, which *was* retained and paid out, was thirteen hundred and seventy-two $\frac{36}{100}$ dollars; and the amount due to the United States, on the five quarter-sections mentioned in the bill, and which were retained and paid out, was twelve hundred and forty-eight dollars.

No money did, or could by law, come into this defendant's hands from the United States on this consolidation, nor can this defendant state, nor does he know, what disposition was made of the alleged balance, mentioned in said bill, of four hundred and seventy-four $\frac{60}{100}$ dollars, claimed for said Piatt Company, other than that at the time the said John H. Piatt, who appeared to be the active man of the said Piatt Company, arranged in some way with said Baum, to their mutual satisfaction, for the appropriation and application of the proceeds of said relinquished lands.

This defendant understood that said Piatt Company were, at the time, in arrears for contributions to the expenditures of the said Port Lawrence Company, and, in that way, indebted to the said Baum. But this defendant does not admit, nor does he know or believe, that any balance, accruing on that relinquishment to the benefit of the said Port Lawrence Company, was applied without the consent of the said Piatt Company; if so applied to the benefit of the said Baum Company, or in paying out lands for them by the said Baum, in adjusting the balance of said companies under said consolidations and relinquishments; or that the complainant, or the said Piatt Company, has any claim against any one, except the said Martin Baum, for that sum. The said consolidations and relinquishments covered other lands, in the name and under the

control of the said Martin Baum, and this defendant believes that the papers and books of the said Martin Baum's estate, in the hands of some of the defendants, will show the disposition of said balance, and if the same has not been duly accounted for, the estate of the said Baum is alone chargeable therewith.

This defendant, in further answering, denies, so far as he knows or believes, that there was any agreement, understanding, or intention among the members of the said Port Lawrence Company, or on the part of the said Baum, at the time of said relinquishment, that said tracts, one and two, or any part thereof, should be repurchased after said relinquishment, for the benefit of the said Port Lawrence Company; on the contrary, this defendant says, that he was then a member of said company, a principal actor in said relinquishment, and intimately conversant with all the transactions and views of the said company, and the said Martin Baum, in relation thereto; that he heard much conversation and discussion among the different members of said company in relation thereto, and he was, as he believes, fully acquainted with all their proceedings and views on that subject, and he never knew, or heard of any such agreement, understanding, or intention to repurchase, until advised thereof by complainant's bill, and he believes there was no such agreement, understanding, or intention, though there may have been, for a short time after such relinquishment, a faint hope with a few members of the said company, that they might again be able to repurchase the said tracts one and two, and possibly the said Baum may have, prior to the death of the said John H. Piatt, made some slight efforts to have those tracts re-offered for sale by the United States; but this defendant believes, whatever hopes the said Baum then had of regaining said tracts, they were entirely abandoned subsequent to the death of the said John H. Piatt, when his associates neglected to aid him in freeing said company from its embarrassments.

And this defendant further says, that at the time of said relinquishment, or shortly after, most of the members of the said Port Lawrence Company, and he is informed and believes all the said Piatt Company, abandoned the said Martin Baum, and left him, with the means of the said Port Lawrence Company then under his control, to adjust the liabilities of said company as he could; and though repeatedly urged, wholly refused to give him any aid or assistance whatever; and those that did give him any assistance, or took any interest in the affairs of said company, regarded them as of little value, and as a very disagreeable tax upon their time and attention, and their principal object seemed to be to get clear of any further calls upon them for money on account thereof; and, in fact, all or most of the then members of the said Port Lawrence Company acted as if it were their intention not to share further with the said Martin Baum in the misfortunes of their joint enterprise, and seemed to have abandoned to him to do with the

property as he pleased, so that they were not called upon for further contributions; such, he has been advised and believes, was particularly the case with the complainant, and other members of the said Piatt Company; and since said relinquishment, this defendant is advised of no act upon the part of the said Port Lawrence Company toward the prosecution of the project for which said association was formed; until the relinquishment, the association seemed to drop to pieces, and to abandon the wreck to the said Martin Baum, who was legally bound for the liabilities of said company, and had the same to provide for.

This defendant, in further answering, says, that in the year A. D. 1827, when the re-sales of said tracts, one and two, were expected, this defendant, in consequence of his employment in connection with the public improvements of the State of Ohio, had acquired some knowledge and experience in matters relating to the local advantages and prospects of the different sections of the country, and having never disposed of his interest in said Port Lawrence Company, he can hardly conceive it possible, that he should not have been acquainted with the fact, or consulted with by the said Martin Baum, at least, if any intention or design then existed to revive said company, or repurchase said tracts, one and two, on their account. At the time of the said relinquishment, most, if not all, the members of the said Port Lawrence Company had become greatly embarrassed in their moneyed affairs, and met with much difficulty and perplexity in raising money for their ordinary engagements, and many of them failed to do so, and were obliged to submit to suits; and so far from any intent to continue or renew the project of a town on those lots, so far as defendant is concerned he knows, and as to others he verily believes, that, on said relinquishment, or shortly after, said company totally abandoned said tracts, without any intent or design of repurchasing them again.

This defendant, in further answering, says, that he does not admit, nor does he know or believe, that the complainant or the said Martin Baum attended the sales at Delaware in the year A. D. 1827, with any intent or design to repurchase said tracts one and two for the benefit of the said Port Lawrence Company; but, on the contrary, this defendant has been informed and believes that the said complainant and said Baum did not attend at Delaware, in the year last aforesaid, to repurchase said tracts one and two for the benefit of the said Port Lawrence Company, but on the account of others wholly disconnected with said company, the said complainant and said Baum not acting in concert, but in opposition, and for distinct persons altogether.

At that time the situation of the Port Lawrence Company had wholly changed. John H. Piatt, who was the leading capitalist and principal actor in the Piatt Company, had died in February, A. D. 1822, immensely indebted and largely insolvent. William

Steele, who had become the owner of about half the interest in the Baum Company, died in November, A. D. 1824, also largely indebted, and utterly insolvent. Worth and Worthington had both left the State of Ohio, declaring, as this defendant understood from the said Baum, that they would have nothing more to do with the concern, and would not contribute further, even to the existing claims against it; and the complainant, as the defendant also understood, had refused to have any thing further to do with it, or contribute his share to the then existing liabilities of said company. In the year A. D. 1823, the Port Lawrence Company, as this defendant has been recently advised by the representatives of the said Martin Baum, were indebted about forty-seven hundred dollars, after allowing all credits, including the surplus upon the relinquishments of tracts one and two, arising chiefly out of claims for purchase money and improvements on the lots in the town of Port Lawrence, which had been relinquished to the United States; all, or most of the members of said company, and particularly the said Piatt Company, who were liable for about one half of said balance due from the said Port Lawrence Company, had failed, or refused to contribute their respective shares to the extinguishment of said liability. And under such circumstances, this defendant cannot conceive there could have existed a plan, in the year A. D. 1827, to repurchase said tracts one and two, for the benefit of the said Port Lawrence Company. This defendant was not at those sales at Delaware, nor did he know, unless from casual information, of which he has now no recollection, that those sales were to take place at that time, or that tracts one and two were expected to be then offered, nor has he any personal knowledge of what took place at those sales, or in relation thereto.

This defendant, further answering, says, he does not admit, nor does he know or believe, nor has he ever heard, except from the allegations in complainant's bill, that the said Martin Baum, as trustee of the said Port Lawrence Company, or in any other capacity, ever authorized the said William Oliver to open or make any negotiation with the trustees of the Michigan University, for the purchase or exchange of said tracts one and two for other lands. Nor does this defendant admit, nor does he know or believe, nor did he ever hear, except from said bill, that any attempt was ever made, in any way, or by any person, at least after the death of the said John H. Piatt, to procure said tracts one and two from the United States, or the said Michigan University, for, [or] on account of, the said Port Lawrence Company, and no such intention was ever intimated to this defendant. Nor does this defendant admit, nor does he know or believe, nor did he ever hear, except from said bill, that the said William Oliver, in his negotiations with the trustees of the said Michigan University for said tracts one and two, acted as the agent of the said Port Lawrence Company, or made said negotiation on their behalf. Nor does he believe such to have

been the fact, and he requires strict proof of the allegations of said bill upon this subject of agency. This defendant understood from the said Martin Baum, and other members of the said Port Lawrence Company, as well as from the said Oliver, when this defendant came into said company in the year A. D. 1819, that the said Oliver's agency for said company had then ceased. At that time the said Oliver was the cashier of the Miami Exporting Company, and this defendant has no knowledge or belief that he ever acted as general agent for said Port Lawrence Company afterwards, though he may have attended to some special commissions for the said Martin Baum, connected with both the Port Lawrence, Maumee, and Sandusky property. This defendant did not know or hear of the negotiation between the said William Oliver, and the Michigan University, for an exchange of those lands until after it was consummated, and never heard of the details of said negotiation, nor what lands were given by the said William Oliver for said tracts one and two, except part of said tracts three and four, and some back lands not identified, to which this defendant understood and believed he had acquired the legal title bona fide, and in good faith, until since the filing of the complainant's bill. Nor did he ever consider himself as having any interest or concern in said exchange; this defendant has always understood and believed, and now believes, that the said William Oliver was solely and alone interested in said exchange.

This defendant, in further answering, says, that in May, A. D. 1831, the said William Oliver made a proposition to this defendant to sell him one fourth part of said tracts one and two, eighty-six, and eighty-seven, except sixty acres of eighty-six, of which the said William Oliver was then seized in fee simple in his own right, for a specified sum; offering at the same time to the said Martin Baum and Jacob Burnet a fourth each, on like terms, with a view, as this defendant then understood, of building up a town on said tracts one and two. And this defendant, after some deliberation and inquiry, accepted said offer, taking one-third, however, as the said Jacob Burnet declined becoming interested. And subsequently, in the year A. D. 1832, this defendant purchased an additional sixth from the said William Oliver in said tracts. And for the two interests thus purchased, amounting to the one half of said tracts, and also for an undivided half of ten acres in the northeast corner of said tract three, which he had also purchased from said Oliver, this defendant, after having fully paid to the said William Oliver the consideration money as agreed between them, received from the said William Oliver, on or about the fourteenth day of December, A. D. 1832, a deed in fee simple, duly executed by himself and wife, conveying to this defendant an undivided half of the said ten acre tract, as will more fully appear from said deed, a copy of which is herewith filed, marked A, as a part of this his answer. And on or about the twenty-eighth day of May, A. D.

1834, this defendant also received a deed, duly executed by the said William Oliver and wife, conveying to this defendant an undivided half of said tracts eighty-six and eighty-seven, except sixty acres in the upper end of eighty-six, with other lands, as will more fully appear from said deed, a copy of which is herewith filed, marked B, as a part of this answer. And on or about the twenty-third day of December, A. D. 1835, this defendant also received a deed in fee simple, duly executed by the said William Oliver and wife, conveying to this defendant an undivided half of said tracts one and two, as will more fully appear from said deed, a copy of which is herewith filed, marked C, as a part of this answer. This defendant had, previous to receiving said deeds, taken the possession and control of the interests so by him purchased from the said William Oliver. And this defendant before, and at the time of, receiving the said deeds, and paying the purchase money for said lands, had no notice or knowledge of any right, title, claim, demand, or interest of the said complainant, or the said Port Lawrence Company, or any of the members thereof, in said tracts one, two, three, four, eighty-six, or eighty-seven, or any part thereof; nor had he any notice, knowledge, information, or belief, that said tracts had been purchased by the said Martin Baum on his own account, or for said Port Lawrence Company, or by the said William Oliver as his agent, or the agent of the said Port Lawrence Company, or for the benefit of the said company; or that said company had any interest or claim therein whatever; or that the said three quarter-sections, or any of them, were given by the said William Oliver in exchange for said tracts one and two; nor had he any notice, knowledge, information, suspicion, or belief, of any fraud or breach of trust, or other transactions, matters, or things affecting the titles of said lands; and he maintains that he purchased the same bona fide, in good faith, and for a full and fair consideration actually paid.

This defendant, in further answering, says, that he never knew, until reading the answer of the said William Oliver to the said complainant's bill, that his name had been used in the negotiation with the said Michigan University, or that it was the intention of the said William Oliver to associate this defendant with him in building up a town upon said property. During the progress of said negotiation, this defendant had no knowledge of it whatever, nor has he had any since, except as aforesaid, and as hereinafter stated.

This defendant, in further answering, says, that he has been informed, and believes, the said negotiation with the Michigan University was made by the said William Oliver, entirely on his own account, and for himself, with the intent of building up a town upon the property; that the transfer from the Michigan University of said tracts one and two, to the said William Oliver, was to him, in his own right, and not as agent or assignee of the said Martin Baum; that the law authorizing the exchange, and the patent to the said

William Oliver for the said tracts one and two, had the name of Martin Baum and others introduced therein, not by reason of any interest of the said Martin Baum or others therein, except the said William Oliver, but in consequence, perhaps, of some intimations, during the pendency of the said negotiation, that the said William Oliver would have to associate others with him in building up said town upon said tracts, and, probably, the said Martin Baum, Jacob Burnet, and this defendant; but without any intent to affect the interest of the said William Oliver in the transaction, or to limit or control him in the selection of his associates, or in adjusting or fixing the terms upon which they should be admitted into the enterprize, then in contemplation by him; and that the said William Oliver was not, in fact, the assignee of the said Martin Baum of said tracts one and two, as recited in the patents. But of these matters this defendant had no knowledge at the time they transpired, and he speaks thereof from information acquired since the filing of complainant's bill.

This defendant, though upon terms of intimacy with the said Martin Baum, never knew or heard that said Baum, in his lifetime, claimed any interest in said tracts one and two, after the said relinquishment to the United States, for the said Port Lawrence Company, or as trustee thereof; nor did he ever suggest, to the knowledge or belief of this defendant, that said company had, or pretended to, any right therein; nor did he ever intimate to this defendant, that the said William Oliver had acted for him, or for said company, in the purchase of said tracts from the said Michigan University; but, on the contrary, he made no pretentions thereto, and always, after said William Oliver had acquired his title to said tracts, acted as if he believed that the said William Oliver was the true and bona fide owner thereof, and had the entire and exclusive control of the same for his own use and benefit. The conduct of the said Martin Baum, with his known character for integrity, probity, and purity of purpose, was well calculated to inspire this defendant with the fullest confidence in the said William Oliver's titles; and this defendant now, in reviewing the whole transactions, can discover nothing to impair or shake that confidence.

This defendant, in further answering, says, that he denies, so far as he knows, or believes, or has understood, that said Baum transferred to the said William Oliver the certificate for the said southwest quarter of section two, in town. three, and the southeast, northwest, and southwest quarters of section three, in town. three, in said bill named, without the knowledge or consent of the complainant, as alleged in said bill; or that the said William Oliver fraudulently obtained a patent, in his own name, from the United States therefor; or that either the said Oliver or this defendant now holds, or ever held, said quarter-sections, or any of them, or any part thereof fraudulently, or in any way against the right of the complainant. This defendant was not personally acquainted with the interest or

right of the said Martin Baum in those quarter-sections, nor the manner in which the said Baum held the same, nor his control over them; nor did this defendant know, until since the filing of complainant's bill, in what way the said William Oliver acquired the title thereof.

But defendant is informed, and believes, that the said William Oliver, in good faith, acquired the right to three of said quarter-sections by purchase, under judicial proceedings of a competent tribunal, for a claim against the said Piatt Company, and also by a transfer of the certificates from the said Baum; and he acquired the other of said four quarter-sections by a transfer from the said Martin Baum of the certificate therefor, in payment of a claim of said Oliver against the said Piatt Company; for the payment of which claims, said Baum held said four quarter-sections, with power to dispose of them for that purpose.

And this defendant never knew or heard, until since the filing of the complainant's said bill, that there was any fraud, unfairness, or breach of trust in the acquisitions of said titles by said Oliver; or that the said Oliver had not, in good faith, the perfect and absolute, equitable and legal right thereto; nor does he now believe in any such fraud, unfairness, or breach of trust; the character of the parties, the manner of holding said quarter-sections by the said Martin Baum, and the manner of acquiring title by the said William Oliver, all preclude the idea of any such fraud, unfairness, or breach of trust, as charged in complainant's bill, and this defendant requires strict proof of all such charges.

This defendant, in further answering, says, that he denies, so far as he knows or believes, that said William Oliver, at the time of his negotiation with the Michigan University for said tracts one and two, or at the time when he subsequently purchased said tracts three and four, and the three quarter-sections, from the said Michigan University, was the agent of the said Port Lawrence Company, or that the said Oliver was agent for the said Martin Baum, as trustee of said company, or that he had not settled up his agency, whether for said Baum, as such trustee, or for said company, at the time he purchased said tracts one and two, three and four, and said three quarter-sections of the said Michigan University. On the contrary, he says, that so far as he knows or believes, the general agency of the said William Oliver, for said Baum, as trustee as aforesaid, or for said company, terminated within a year of its commencement, and prior to July, A. D. 1818.

When this defendant became interested in said company, in the year A. D. 1819, as aforesaid, he called upon the said Oliver, the said Baum, and other members of the said company, to make inquiries in relation to the said concern, and he then learned from them all, that said Oliver's connexion with said company, both as partner and agent, had entirely ceased, and that he had nothing more to do with the concern; and this defendant never knew, or

understood, nor does he believe, that said Oliver was, after that time, agent for said company, or for said Baum as trustee; though he knows that said Oliver, prior to the relinquishment in the year A. D. 1821, was occasionally called on for information and assistance in relation to the business of the Port Lawrence Company, as well as of the Baum Company, in consequence of the information he possessed in relation to the property and affairs of the said companies; and his kindness in that way was severely taxed, as the said Martin Baum and other members of said companies possessed but little information about the property belonging to said companies, but in these matters the said Oliver was rendering gratuitous and friendly assistance.

And this defendant has been informed by the said Martin Baum, that after the relinquishment of the said tracts one and two, in the year A. D. 1821, the purchasers of town lots in Port Lawrence became very clamorous, and some of them had instituted suits against the said Baum. That at this crisis the said Martin Baum urged his associates to assist him; and the said Piatt Company, William Steele, and John Rowan, all neglected to aid him, and virtually abandoned him and the property together. That it was necessary for the said Martin Baum to make some arrangement with the said purchasers. That said purchasers complained to said Oliver, and urged his obligation at least to assist them in regaining the money they had paid; and the said Oliver, fearful of being harassed on account of his having been a partner at the time of the sales of said lots, though in no ways legally liable, called upon said Baum, and urged him to adjust those claims. That said Baum was then much embarrassed, had not the means to satisfy the demands of the said claimants himself, and could not procure any aid from his associates; and thereon, in the spring of the year A. D. 1823, the said Baum agreed with said Oliver, that, if he would take up those claims, he would secure him for his advances by a mortgage on the Port Lawrence Company property, and, as soon as practicable, refund to him what he should so advance. That under said agreement, the said Oliver took up a considerable amount of those claims, and in the year A. D. 1823, rendered to the said Martin Baum his account therefor, including the amount due to him for lots purchased by him in Port Lawrence, and improvements made thereon; and this defendant believes, from all he knows or has heard, that this was the last of assistance the said William Oliver ever rendered the said Martin Baum, as trustee of the said Port Lawrence Company.

In the year A. D. 1823, when the said Oliver rendered his account to the said Baum, he was unable to pay it, and gave him a mortgage, as he had previously agreed. The said Baum, as this defendant has been informed and believes, advised the said Port Lawrence Company of the said mortgage, and urged them to take it up; but they declining to do so, he left the said Oliver to take such

steps as he might deem advisable to collect his debt, and gave the subject no further attention.

This defendant, in further answering, says, that he is informed and believes that the said William Oliver, on or about the fifth day of May, A. D. 1837, received a deed from the Michigan University, for the three quarter-sections, and tracts three and four, given by him in exchange for tracts one and two, for a full and fair consideration, under a contract made in good faith, previous to the filing of complainant's bill; and this defendant, in good faith, and without any knowledge of any fraud, unfairness, or want of equity in said Oliver's rights, and prior to the filing of complainant's bill, purchased from said Oliver, by verbal contract, an interest in said lands, which he claims in his own right. And this defendant denies that the said Oliver, at the time he made said purchase or received said deed from the Michigan University, was the agent of the said Port Lawrence Company, or of the said Baum, as he was then dead; or that any accounts of his, as agent for the said Baum, as trustee for said company, or as agent for said company, remained at that time unsettled. This defendant claims all his interests in said lands, in his own right, and says that he has acquired them as aforesaid, in good faith, for a full and fair price paid, and is an innocent purchaser, without any notice or knowledge of complainant's claim thereto, or that of any one else adverse to his own; and he denies that complainant has any right, in law or equity, thereto; and if any right he ever had, defendant insists that it has become stale, and that he has abandoned and relinquished the same, and is barred from asserting the same by his own laches, default, lapse of time, and by the statute of limitations.

This defendant, in further answering, says, that after the relinquishment in the year A. D. 1821, he understood, and he believes all the other members of the said association considered, the prospects of the said Port Lawrence Company to be at an end. It was certainly so, unless said tracts, one and two, could be regained; and whatever lingering hope any one may have had of such a result, it is certain no opportunity presented itself for that purpose, until long after the death of the said John H. Piatt and William Steele, when the condition of the old Port Lawrence Company was so changed that no man of ordinary prudence would have thought of regaining said tracts, one and two, on account of that concern. This defendant had abandoned all idea of building up a town on that property, or otherwise using it for the purposes of speculation, until he was invited, in the year A. D. 1831, by the said William Oliver, to join him, as herein before stated. Not long after the relinquishment, this defendant well recollects that it was generally understood, among the members of the said Port Lawrence Company, that their joint property would be exhausted in satisfying the claims against that company; that the said Martin Baum, who held the title thereof, was authorized to dispose of their joint pro-

perty, at his discretion, for that purpose, and that he would of course do so; and it was expected that that property would not be sufficient for that purpose, but a further contribution from the members of said company, to a considerable amount, would be necessary to indemnify said Baum.

In November, A. D. 1822, this defendant recollects that the Baum Company met in Cincinnati, for the purpose of making a partition, among themselves, of the lands held by them in common, including the towns of Maumee and Lower Sandusky, and several other tracts of land, and there made an informal agreement to a partition; that at that time it was understood by all of them, and so stated in conversation, that the lands of the Port Lawrence Company would all be exhausted in satisfying claims against that concern, and therefore no notice was taken of them in the partition, or any provision or arrangement made in relation thereto. This defendant was informed by said Baum, about that period and frequently after, and so he believes the fact to be, that the complainant and the other members of the said Piatt Company neglected and refused to make any advances for the shares of the disbursements and liabilities of the said Port Lawrence Company; that they had entirely neglected and abandoned the property and the concern, and left him to bear the whole burden, some of them declaring, in very strong language, that they would never pay another dollar on account of the concern; and this defendant believes it was their intention to leave the said Baum, with the property of theirs he had, to meet the liabilities of the said company, intending to evade further accountability to him, if possible; and this seems to have been peculiarly the case with the complainant, who lived all the time on the Ohio river, a few miles below Cincinnati, the residence of the said Baum; yet from the year A. D. 1821 to 1836, he has laid by, made no settlement with said Baum, called for no account of the affairs of the said Port Lawrence Company, or of the lands alleged to have been held by the said Baum, in the said bill, for the said Piatt company, but suffered said Baum to dispose of the same; and now, after the death of the said Baum, when there is a tempting prospect for speculation, resulting from the disbursements and enterprize of others, he essays, by the aid of the chancellor, to regain the property by a charge of fraud, not upon the said Baum, but upon the persons who honestly acquired the property in discharge of liabilities that he was bound to contribute to pay.

This defendant, about the time of the partition in 1822, aforesaid, understood from the said Baum, and he believes it to be true, that the said Baum repeatedly urged the complainant, and other members of the said Port Lawrence Company, to contribute to the liabilities of the said concern, but entirely without success; and he complained much of the hardship of being thus left by his friends to bear this burden of expense, in addition to the trouble of the

trusteeship, which he had undertaken for their accommodation; and he frequently expressed to this defendant much uneasiness at the apprehension of considerable loss ultimately by the default of the said Piatt Company, and other members of the said Port Lawrence Company.

This defendant well recollects that, soon after the informal partition aforesaid, in the year A. D. 1822, this defendant, who was then much embarrassed, being desirous of procuring such written evidence of title to his interest in the property as would enable him to dispose of the same, applied to said Baum for a deed or certificate thereof, offering to pay his individual share of contribution in the Port Lawrence Company and Baum Company; that said Baum, on that occasion, stated to this defendant that the Port Lawrence Company property would not pay the claims against that concern which he had paid, or was liable for; that he was entitled, under the terms on which the property was placed in his hands, to retain all the property of the Baum Company, as his security or indemnity against the deficiencies of the said Port Lawrence Company; and as he had no other means of protecting himself, he considered it fair that he should retain the whole of the titles, until the parties made some general arrangement to indemnify him on account of the Port Lawrence Company liabilities.

This defendant did not further urge his claim, but acquiesced in what then seemed to him to be the justice of the said Baum's position. The property at that time was considered of very little value; defendant offered to sell his whole interest in the property of the Baum Company for five hundred dollars, but without success; he also made efforts to borrow five hundred dollars, with said property as security, and equally without success. The property of the Baum Company was supposed more than sufficient to pay off the claims against it, and, with the prospect of future rise in value, was regarded as of more importance; but the property of the Port Lawrence Company, he believes, was not regarded by any of the parties as of any value. And the defendant believes that the complainant, and other members of the said Port Lawrence Company, considered the property in the hands of said Baum, claimed by them, as rightfully disposed of, in satisfying the claims against said company; and that complainant would not have set up any claim thereto, had not a great rise in the price of property in that region, resulting from the enterprise of others, and an uncommon rage for speculation which occurred shortly before the filing of the complainant's bill, very much excited his cupidity, and blinded his sense of justice.

This defendant, in further answering, says, that since he became interested in the lands now in controversy, in the year A. D. 1831, he has, in conjunction with others, laid out a town thereon; extensive improvements have been made, many others have become interested therein, and many interests, public and private, have

become involved. The complainant, as this defendant believes, *being* well acquainted with said proceedings of this defendant and his associates, and still this defendant heard of no claim set up by the complainant to the property, which the defendant was thus using and improving, nor of any objection by complainant to this defendant's title and proceedings, until the filing of this bill.

This defendant, in further answering, says, and insists, that if the said Martin Baum has violated the *the* trusts reposed in him, or been guilty of any fraud, or bad faith, to the injury of the complainant, or any other of his associates, this defendant has not been cognizant thereof, or participating therein; and the heirs of the said Martin Baum, who have received a large estate from him by descent, should be held to respond to the complainant, and are liable, to the extent of the estate received from their said ancestor, for all malfeasance practised by the said Baum in the administration of the trusts reposed in him by the complainant and his associates; and if any injury has been inflicted, the complainant's remedy is there, and not against this defendant.

This defendant, in further answering, says, that he does not admit that John Rowan has transferred to the defendant Ewing the share purchased by said Rowan from the said Jacob Burnet, but he says that he is informed that said Rowan in part claims the same, and that he is a citizen and resident of the State of Kentucky; that half of the interest originally owned by the said William Oliver, the interests of Schenck, Hunt, Barr, and half that of Mack, were, as this defendant has been advised and believes, transferred to the said William Steele, who died in the year A. D. 1824, as aforesaid; and that the same were conveyed by the said Steele, in his lifetime, to one John Edwards, in trust, and are now held by said Edwards, or by the said John Rowan, as his assignee, with full notice of said trust, or by the heirs of the said William Steele, all of whom are citizens and residents of the State of Kentucky; that the share of the said Gorham A. Worth, though transferred to the defendant Ewing, is, in part, as defendant has been informed and believes, still the property of the said Worth, who is a resident and citizen of the State of New York; that the said William M. Worthington is a citizen and resident of the State of Louisiana, and not of the State of Ohio; and this defendant does not admit the transfer of his share, as alleged in complainant's bill; that Israel T. Canby, Isaac Dunn, and Frances Dunn his wife, and Abraham S. Piatt, defendants, are all residents and citizens of the State of Indiana, and not of the State of Ohio, and therefore this defendant insists that this court has no jurisdiction of this cause.

And this defendant denies all fraud and combination wherewith in and by said bill he stands charged, without that, that any other matter or thing material or necessary for this defendant to make answer unto, and not herein and hereby well and sufficiently answered unto, confessed or avoided, traversed or denied, is true, to

the knowledge or belief of this defendant. All which matters and things this defendant is ready to aver, maintain, and prove, as this court shall direct; and humbly prays to be hence dismissed, with his reasonable costs and charges in that behalf most wrongfully sustained, &c.

M. T. WILLIAMS.
V. WORTHINGTON, *Sol.*

"STATE OF OHIO, *city of Cincinnati, ss:*

"Before me, Samuel W. Davies, mayor of the city of Cincinnati aforesaid, and ex officio a justice of the peace, personally came Micajah T. Williams, the above named defendant, and being by me duly affirmed, says, that the facts stated in the above and foregoing answer by him subscribed, so far as stated from his own knowledge, are true, and so far as stated from information derived from others, or from belief, he believes them to be true.

In testimony whereof, I have hereunto subscribed my name, [L. S.] and affixed the seal of the said city, at my office in said city, on this the sixth day of August, A. D. 1838.

"SAMUEL W. DAVIS, *Mayor.*"

*Exhibits referred to in the foregoing answer.*

Exhibit A.

"Know all men by these presents, that I, William Oliver, (together [with] Eliza his wife,) of the city of Cincinnati, for and in consideration of the sum of two hundred and fifty dollars, lawful money of the United States, to him in hand well and truly paid by Micajah T. Williams, of the same place, the receipt whereof is hereby acknowledged, hath granted, bargained, sold, released, conveyed, and forever quit claimed, and by these presents doth grant, bargain, sell, release, convey, and forever quit claim, unto the said Micajah T. Williams, his heirs and assigns forever, all of an equal undivided half of ten acres of land, part of tract numbered three, adjoining the town of Port Lawrence, Michigan, reserved to the said William Oliver in the exchange of lands with the trustees of the Michigan University, within the twelve-mile reservation, at the foot of the rapids of the Miami of Lake Erie; and all the estate, right, title, interest, claim, and demand, both in law and equity, of him the said William Oliver, of, in, and to the said premises, and every part thereof, together with all and singular the privileges and appurtenances to the same belonging, or in anywise appertaining, and the rents, issues, and profits thereof: to have and to hold the premises hereby bargained and sold, or meant or intended so to be, with the appurtenances, to the only proper use and behoof of the said Micajah T. Williams, [his] heirs and assigns forever. And the said William Oliver, for his heirs, executors, and administrators, doth covenant, promise, and agree, to and with the

604.

said Micajah T. Williams, his heirs, executors, administrators, and assigns, that has not done or suffered any thing whereby the title of the said premises to the said ten acres is, or can be, frustrated or annulled. And further, that said William Oliver will warrant and forever defend the said premises, and every part thereof, unto the said Micajah T. Williams, his heirs or assigns, against all persons claiming or to claim, by, from, or under him, [his] heirs or assigns.

In testimony whereof, the said William Oliver, together with Eliza, wife of the said William Oliver, who hereby forever relinquishes all her right and claim of dower in and to the premises, have hereunto set their hands and seals, this first day of December, in the year of our Lord one thousand eight hundred and thirty-two.

WILL. OLIVER, [L. S.]
ELIZA OLIVER. [L. S.]

Signed, sealed, and acknowledged in the presence of
HARRIET O. RUFFIN,
WM. RUFFIN.

STATE OF OHIO, *city of Cincinnati, sct:*

Before me, William Ruffin, a notary public in said city, personally appeared William Oliver and Eliza his wife, the within grantors, who, I am satisfied from my own knowledge, are the same persons they represent themselves to be, and acknowledged the above instrument to be their voluntary act and deed for the uses and purposes therein mentioned. And the said Eliza Oliver being examined separate and apart from her said husband, and the contents of said deed being made known and explained to her, declares that she did voluntarily sign, seal, and acknowledge the same, and that she is still satisfied therewith.

In testimony whereof, I have hereunto set my hand and affixed [L. S.] my notarial seal, this fourteenth day of December, in the year of our Lord one thousand eight hundred and thirty-two.

WM. RUFFIN, *Notary Public.*

*Exhibit B.*

This indenture, made this twenty-third day of May, in the year of our Lord one thousand eight hundred and thirty-four, between William Oliver and Eliza his wife, of the city of Cincinnati and State of Ohio, of the first part, and Micajah T. Williams, of the same place, of the second part, witnesseth: that the said William Oliver, for and in consideration of the sum of seven hundred dollars lawful money of the United States, to him in hand well and truly paid by the said Micajah T. Williams, the receipt whereof is hereby acknowledged, hath granted, bargained, sold, aliened, released, conveyed, and quit-claimed, and by these presents doth grant, bargain, sell, alien, release, convey, and quit-claim, unto the said

Micajah T. Williams, his heirs and assigns forever, an equal undivided half part of the following described tracts of land, situated on the Miami of Lake Erie, opposite and near the mouth of Swan creek, to wit: tracts numbered eighty-six and eighty-seven, (except sixty acres of the upper end of tract number eighty-six, sold by Martin Baum to Joseph Prentiss and Joseph Tromley,) of the twelve-mile reserve at the rapids of the Miami river of Lake Erie; also fractional sections, numbered one and twelve, in township No. ten south, of range No. seven east, Michigan Territory. (Tracts No. 86 and 87, in the twelve-mile reserve; also fractional sections No. 1 and 12, T. 10 S., R. 7 E.) And all the estate, right, title, interest, claim, and demand, both in law and equity, of him, the said William Oliver, of, in, and to the said premises, and every part thereof, together with all and singular the privileges and appurtenances to the same belonging, or in any wise appertaining, and the rents, issues, and profits thereof: to have and to hold the premises hereby bargained and sold, or meant or intended so to be, with the appurtenances, to the only proper use and behoof of the said Micajah T. Williams, his heirs and assigns forever. And the said William Oliver, for himself, heirs, executors, and administrators, doth covenant, promise, and agree, to and with the said Micajah T. Williams, his heirs, executors, administrators, and assigns, that he hath not done or suffered any [thing] whereby the title of the said premises to the said *Micajah T. Williams* is, or can be, frustrated or annulled. And further, that the said William Oliver will warrant and forever defend the said premises, and every part thereof, unto the said Micajah T. Williams, his heirs or assigns, against all persons claiming or to claim, by, from, or under him, his heirs or assigns.

In testimony whereof, the said William Oliver, together with Eliza Oliver, wife of the said William Oliver, who hereby forever relinquishes all her right and claim of dower in and to the premises, have hereunto set their hands and seals, this 23d day of May, in the year of our Lord one thousand eight hundred and thirty-four.

WILL. OLIVER, [L. S.]
ELIZA OLIVER. [L. S.]

Signed, sealed, and acknowledged in the presence of
HARRIET R. OLIVER,
SAM'L W. DAVIES.

THE STATE OF OHIO, *city of Cincinnati, sct:*

Before me, Samuel W. Davies, mayor of said city, personally appeared William Oliver, together with Eliza his wife, the above named grantors, and acknowledged the above deed of conveyance to be their voluntary act and deed, for the uses and purposes therein mentioned. And the said Eliza, wife of the said William Oliver, being examined separate and apart from her said husband, and the contents of the said deed being made known and explained to her,

declares that she voluntarily, and of her own free will and accord, without any fear or coercion of her husband, did, and now doth, acknowledge the signing and sealing thereof.

In testimony whereof, I have hereunto set my hand and seal of said city, this twenty-eighth day of May, in the [L. S.] year of our Lord one thousand eight hundred and thirty-four.

SAM'L W. DAVIES, *Mayor.*

*Exhibit C.*

Know all men by these presents, that we, William Oliver and Eliza his wife, of the city of Cincinnati, in the State of Ohio, for and in consideration of the sum of one thousand dollars, lawful money of the United States, to him in hand well and truly paid by Micajah T. Williams, of the same place, the receipt whereof is hereby acknowledged, hath granted, bargained, sold, released, conveyed, and forever quit claimed, and by these presents doth grant, bargain, sell, release, convey, and forever quit claim, unto the said Micajah T. Williams, his heirs and assigns forever, all of one equal undivided one-half of tracts of land numbered one and two, situated within the twelve-miles reservation, at the foot of the rapids of the Miami of Lake Erie, on which Port Lawrence is laid out; together with a like interest in all sales, improvements, and appurtenances thereunto belonging; subject, nevertheless, in like proportion, to all sales, donations, gifts, appropriations, and disbursements made by said William Oliver, his legally authorized agents, and the proceedings of the proprietors had at their meetings at Toledo, in July, A. D. 1835; and all the estate, right, title, interest, claim, and demand, both in law and equity, of him the said William Oliver, of, in, and to the said premises, and every part thereof; together with all and singular the privileges and appurtenances to the same belonging or in anywise appertaining, and the rents, issues, and profits thereof: to have and to hold the premises hereby bargained and sold, or meant or intended so to be, with the appurtenances, to the only proper use and behoof of the said Micajah T. Williams, his heirs and assigns, forever. And the said William Oliver, for his heirs, executors, and administrators, doth covenant, promise, and agree, to and with the said Micajah T. Williams, his heirs, executors, administrators, and assigns, that he has not done or suffered any thing whereby the title of the said premises to the said *Micajah T. Williams* is, or can be, frustrated or annulled. And further, that he, the said William Oliver, will warrant and forever defend the said premises, and every part thereof, unto the said Micajah T. Williams, his heirs or assigns, against all persons claiming or to claim, by, from, or under him, his heirs or assigns.

In testimony whereof, the said William Oliver, together with Eliza Oliver, wife of the said William Oliver, who hereby forever

relinquishes all her right and claim of dower, in and to the premises, have hereunto set their hands and seals, this day of November, in the year of our Lord one thousand eight hundred and thirty-five.

WILL. OLIVER, [SEAL.]
ELIZA OLIVER. [SEAL.]

Signed, sealed, and acknowledged in the presence of
JAMES C. HALL,
HENRY ROCKEY.

STATE OF OHIO, *Hamilton county, sct:*

Before me, Henry Rockey, a notary public within and for said county, personally appeared William Oliver and Eliza Oliver his wife, the within grantors, who, I am satisfied from personal knowledge, are the same persons they represent themselves to be, and acknowledged the above instrument to be their voluntary act and deed, for the uses and purposes therein mentioned. And the said Eliza Oliver being examined, separate and apart from her said husband, and the contents of the said deed being made known and explained to her, declares, that she did voluntarily sign, seal, and acknowledge the same, and that she is still satisfied therewith.

In testimony whereof, I have hereunto set my hand and seal notarial, this twenty-third day of December, in the year [SEAL.] of our Lord one thousand eight hundred and thirty-five.

HENRY ROCKEY, *Notary Public.*

And afterwards, to wit, on the thirtieth day of November, in the year last aforesaid, came the defendant, William M. Worthington, and filed in the clerk's office of the court aforesaid his answer, which is in the words and figures following, to wit:

*W. M. Worthington's Answer.*

The answer of William M. Worthington, one of the defendants, to a bill of complaint of Robert Piatt, complainant:

This defendant, saving and reserving to himself all and all manner of benefit and advantage of exception to the manifold errors, &c., in the complainant's bill of complaint contained, for answer thereunto, or to so much thereof as he is advised is material for him to answer, answereth and saith: That, in the year eighteen hundred and seventeen, this defendant agreed with John H. Piatt, Gorham A. Worth, and the complainant, Robert Piatt, to become a joint purchaser with them of public lands, which were about to be offered for sale by the Government of the United States.

This defendant states, that, in pursuance of said agreement, Robert Piatt was deputed to attend the sale, he thinks, at Wooster, for the purpose of making purchases on the joint account of himself, the said John H. Piatt, G. A. Worth, and this defendant. The said Robert Piatt attended the said sales, and purchased, on ac-

count of the aforesaid parties, five quarter-sections of land, being the north and southwest quarters of section two, town. three, and the southeast, northwest, and southwest quarters of section three, town. three, in the United States Reserve, of twelve miles square, on the Miami of Lake Erie, and obtained therefor certificates, bearing date the twenty-first day of July, in the year aforesaid, in the names of the aforesaid parties.

This defendant further states, the river lots, one, two, three, four, eighty-six, and eighty-seven, in the same reserve, were purchased by the said Robert Piatt and William Oliver, (whom this defendant understood to represent an association of persons, of which Martin Baum and William Oliver were members,) and were agreed to be held jointly by the parties first above named, and the said company represented as aforesaid by said Oliver, each company to hold one undivided half part of said purchase. That the certificates for lots one and two, eighty-six and eighty-seven, were issued in the name of John H. Piatt, Gorham A. Worth, Robert Piatt, and William M. Worthington, and those for lots three and four in the name of William Oliver.

This defendant further states that, from particular circumstances connected with this purchase, it was thought advisable to relinquish to the Government of the United States, under the act of Congress, passed the 2d March, 1821, so much of the joint property of the two companies aforesaid as would realize an amount sufficient to discharge the debt that might be due for the residue to the Government; and this defendant supposing that the amount which would be applicable on the relinquishment of lot number one and two would be more than sufficient for this purpose, and that a balance would remain in favor of the company, of which this defendant was a member, sufficient to discharge the sum due to the Government on the five quarter-sections held by said company, consented, in order to facilitate the said business, to constitute Martin Baum a trustee for these objects, and to assign to him his interest in said property, as well that which was held jointly by the two companies aforesaid, as the five quarters held by the individual company of which he was a member, receiving from the said Baum his bond in a penalty, the amount of which this defendant does not recollect, for the faithful fulfilment of his duties as trustee, &c. This defendant accordingly assigned, with his co-partners, to said Baum, on the seventeenth of September, eighteen hundred and twenty-one, his interest in the said lots, one, two, eighty-six, and eighty-seven, and also in the five quarter-sections before mentioned, in the full assurance that the objects of the trust would be faithfully accomplished, and a full and fair account rendered to him of all the acts and doings of his said trustee.

This defendant further states that, in the year 1822, he removed from Cincinnati, where he had previously resided, and had no opportunity of obtaining information of the acts of the said trustee,

but has been informed, as the complainant has stated, that he appointed William Oliver his agent to transact the business of this concern. This defendant believes and admits, that said Baum relinquished to the Government, not only the lot number two before mentioned, but also number one, and after applying the sum thus realized to the payment due from the two companies, and perfecting their joint title to the residue of the joint purchase, and also to the payment of the amount due on the five quarter-sections before mentioned, still retained a sum of four hundred and seventy-four $\frac{60}{100}$ dollars, which belonged to the company composed of the defendant, John H. Piatt, Robert Piatt, and Gorham A. Worth, and which is still unaccounted for, but which this defendant supposes may have been applied as stated in the complainant's bill.

This defendant concurs in stating that the said tracts, one and two, were relinquished to the Government, though it was his expectation, as well as that of his co-partners, that the said lands would be repurchased at the public sales, for the benefit of the former proprietors. He, however, knows nothing personally of the steps which were taken to effect this object. He has understood that the said two lots were selected by the Michigan University, and granted by the Government to that institution. That an agreement had been made by Martin Baum for an exchange of other property with the University for the aforesaid lots, which exchange was understood to be for the benefit of the original proprietors of the said lots; and that to effect this exchange an act of Congress was passed, which authorized Martin Baum and his associates to make such exchange. This defendant states that the said exchange, authorized by the aforesaid law, has been made by the said University with William Oliver, and a patent has been issued for the said land to said Oliver in his individual capacity, though this defendant charges that the said Oliver can only hold the same as trustee for Martin Baum and his associates; and supposes, as the bill states, that in making the said exchange he was acting as the agent of the said Martin Baum, who was the trustee of the parties before named, and now holds the said lands as the trustee of said parties. This defendant was the more fully confirmed in this belief, from the fact that the consideration for those lots was the land of this defendant and the parties before mentioned, held by the said Oliver by a legal title fraudulently obtained, but to which he had no just or equitable title. This defendant believes and admits that the said Oliver has acquired a part of the lands which he assigned to the Michigan University in the said exchange, and that his trusteeship had never been terminated, and that consequently he is acting for the benefit of his cestui que trusts, and ought to be held responsible to them for the same. This defendant, admitting generally the facts that he has not denied, prays that his interest may be protected, and that the said Oliver may be ordered to account, as prayed in the com-

plainant's bill; and this defendent further prays that he may be indemnified, and paid his costs, &c.

WM. M. WORTHINGTON.

Personally appeared before me, a justice of the peace for the county of Hamilton, State of Ohio, Wm. M. Worthington, who, being duly sworn, deposeth and saith, that all the several matters and things which are stated in the foregoing answer, as from the information of others, he believes to be true, and that all the several other matters and things therein set forth are true in substance and in fact.

WM. M. WORTHINGTON.

Sworn to and subscribed this 8th day of July, 1836.

EBENEZER HARRISON, *J. P.*

And afterwards, to wit, at the December term of said court, anno domini one thousand eight hundred and thirty-eight, came the respondents, Alexander H. Ewing, and the administrators of John H. Piatt, deceased, and filed their respective answers, which are in the words and figures following, to wit:

*A. H. Ewing's answer.*

OHIO CIRCUIT, UNITED STATES, *ss:*

In chancery, of July term, 1838.

ALEXANDER H. EWING, impleaded with others, *ats.* ROBERT PIATT.

*The several answer of A. H. Ewing, one of the defendants, to the bill of R. Piatt.*

This respondent, reserving to himself all manner of exception to the insufficiencies in said bill, for answer to so much thereof as he is advised it is material for him to answer, says, that so far as the complainant has set forth the original formation of companies to purchase lands, their agreement to unite their interests, the purchase, surrender, repurchase, the appointment of Oliver as agent, and Martin Baum as trustee, the laying off the town of Port Lawrence, the subsequent exchange by Oliver, as agent of the trustee, with the Michigan University, and the acquisition of title by said agent, and his claim to hold the same to himself, to the exclusion of the beneficiaries of his trust, and his neglect and refusal to account, he admits the allegations of the claimant to be in substance true. Respondent herewith exhibits, and prays to have taken as part of this answer, viz: 1, paper marked A, the contract of partnership between the associates of the Maumee and Sandusky company. 2, paper marked B, an article of agreement between Wm. C. Schenck, Wm. Oliver, and the complainant, for their respective

companies to purchase for said two companies certain lands. 3, paper marked C, an agreement between the complainant and William Oliver, to purchase other lands than those in document B, and on the same principles. 4, paper D, the bond of M. Baum, as trustee of the Maumee and Sandusky company, for a portion of the land purchased by said company, as is fully expressed in the condition of the same. This bond bears date the 14th day of August, 1817. 5. J, bond of William Oliver, dated August, 1817, to M. Baum, trustee of the Maumee and Sandusky Company, for the performance of his trust as agent, which defines his powers and authority. 6. G, the bond of said Oliver, dated the 14th of August, 1817, to said Baum, as trustee for the Port Lawrence Company, for like purpose, and defining his powers as to the six tracts, the property of the Port Lawrence Company. 7. H, the letter of instructions, Baum to Oliver, as to the laying out the town, and selling lots on said Port Lawrence Company's land. 8. I, the relinquishment of portions of the land purchased by said companies to the United States in 1821. 9. L, a memorandum by Oliver of his transactions for the trustee, rendered 3d June, 1823, including the account of his services. 10. O, the account rendered by Oliver against the Port Lawrence Company, rendered the 31st August, 1823, embracing a period from 20th September, 1817, to the 31st August, 1823. 11. K, a circular to the proprietors of the Port Lawrence Company, advising of the mortgage of their lands. 12. T, the general account of Baum, trustee to the Port Lawrence Company, of his receipts and disbursements on account of the company, rendered 1st September, 1823. 13. U, abstract of lots sold in the town of Port Lawrence in 1817, and then unredeemed, and for which the proprietors are liable to the purchasers, referred to as an item in the last account. 14. P, account, William Oliver against Martin Baum, for his services rendered the said companies, from 1824 to 1827. 15. N, copy of a letter from Oliver to J. L. Gage, esq., respecting his agency in the settlement with Prentice. 16. S, Oliver's account against M. Baum, trustee, from 1828 to 1830. 17. M, copy of a letter, Oliver to J. Wilkinson, containing a lease of the company for a portion of their property, with his receipts for rents, for the years 1833 and 1834. 18. W, a letter containing copies of certain proceedings of the Michigan University with William Oliver, agent, relative to the exchange of lands with said company. This respondent believes, and so charges the facts to be, that the said Oliver, his co-defendant, had not closed his agency, in reference to said Port Lawrence lands, when he obtained the patents, and as respondent believes, in his capacity as agent and trustee, acquired all the right he has to the same, and has no legal or equitable right to hold them, discharged of said trust. This respondent claims to have held, at the time of filing this bill, in his own right, one hundred and eleven, two hundred and eight, or a fraction more than one-half of said Port Lawrence Company

lands, and one twenty-sixth part of the same, in right of his wife and co-defendent, the late Mary P. Baum, as assignee of Jacob Burnet, and now asserts those interests.

And he further states and avers, that, at the time of filing the bill, the said Jacob Burnet, William Barr, Andrew Mack, William C. Schenck, and Jesse Hunt, who were originally members of the Maumee and Sandusky Company, had not, and have not now, any interest whatever in said Port Lawrence Company property; and also, that the said Gorham A. Worth, an original member of the Port Lawrence Company, had not, when the bill was filed in this case, and has not now, any interest in said property.

This respondent in his own right, and in that of his wife, as assignees of the administrator of Martin Baum, deceased, claims a settlement by the owners of the several interests in said original company, of the expenditures by the said trustee, Baum, in his lifetime, and to have decreed to him the balance found due, with interest, or to have decreed the payment of the balance of four thousand seven hundred fifty-five $\frac{25}{100}$ dollars, as appears by the account by said Baum against the proprietors, of the 1st September, 1823, herewith exhibited, marked T; but respondent admits his co-defendant Williams has paid his proportion of the same.

This respondent claims, as between himself and wife, and the said Oliver, and those claiming under him, to have an account of said lands, showing the amount of sales, what has been sold, and what remains unsold; to have his proportion of the net proceeds of sales paid over to him, and to have a conveyance decreed to himself and his wife, of the proportion that may be found in each, or either of them, in said unsold company lands.

This respondent claims to have his answer taken, and held as in the nature of a cross-bill, so far as it regards his co-beneficiaries in the trust, and so far as may be necessary to compel an account, and to settle all the rights of the contending parties in interest. And having answered, this respondent prays the necessary and proper accounts in the premises to be ordered, and to have his rights adjudicated, and his costs, &c.

A. H. EWING,
By WRIGHT & WALKER,
*His Solicitors.*

14*th December*, 1838.

FRANKLIN COUNTY, *Ohio, ss:*

Personally appeared Alexander H. Ewing, the foregoing respondent, and being sworn, says, that his answer aforesaid, so far as the facts are stated of his own knowledge, are true, and so far as stated from hearsay or belief, he believes them true.

A. H. EWING.

Sworn to and subscribed before me, this 14th December, 1838.
THOS. WOOD, *J. P.*

*Exhibit A.*

We, the undersigned, agree to enter into a partnership for the purpose of purchasing lands and lots at the public sales to be held at Wooster, on the seventh and fifteenth of July next; and, for the purpose of effecting the said purchases, we agree to borrow at the office of discount and deposit at Cincinnati, the sum of eight thousand dollars, for which sum, and for all purchases made by our agents, either at the public sales or otherwise, we hold ourselves jointly and equally liable. And we do further agree that William C. Schenck, William Barr, and William Oliver, shall be our agents to explore the lands, and make the purchases. And we do agree to confirm and comply with any contracts that our agents aforesaid may make on our account. And it is further agreed, that our said agents shall be authorized to take in any other partner, or partners, that they may see proper, on such terms as they may esteem advantageous. And it is further agreed, that in consideration of the services to be performed by the agents above, their expenses, incident to making the purchases aforesaid, shall be defrayed by the other individuals comprising the company.

In witness whereof, we have hereunto set our hands and seals, at Cincinnati, this the seventh day of June, eighteen hundred and seventeen.

(Signed)

MARTIN BAUM, [SEAL.]
JESSE HUNT, [SEAL.]
J. BURNET, [SEAL.]
W. C. SCHENCK, [SEAL.]
W. BARR, [SEAL.]
WILLIAM OLIVER. [SEAL.]

*Exhibit B.*

We, the undersigned, agree, on behalf of the companies we represent, to wit: William C. Schenck, of Warren county, Ohio, and William Oliver, of Cincinnati, Ohio, for themselves and for Jacob Burnet; Martin Baum, Jesse Hunt, William Barr, and Andrew Mack, all of Hamilton county, Ohio; and Robert Piatt, of Boone county, Kentucky, for himself and for William M. Worthington, John H. Piatt and Gorham A. Worth, all of Hamilton county, Ohio, to purchase at the public sales in July, 1817, at Wooster, lots numbered 1, 2, 3, and 4, and including the mouth of Swan creek, in township No. 3, in the United States reserve, at the foot of the rapids of the Miami of the Lakes, for the joint benefit of both companies; that is, one company to have one-half interest in the whole, and the other company to have the other half, each company paying one-half of the purchase money.

It is further agreed, that Robert Piatt, in behalf of his company, and the company of Schenck and Oliver, shall be the bidder for lots No. 1 and 2, and William Oliver for lots No. 3 and 4, they being the above four lots at the mouth of Swan creek.

In witness whereof, the parties have hereunto interchangeably set their hands and seals, this 17th day of July, 1817.

W. C. SCHENCK, [SEAL.]
WILLIAM OLIVER, [SEAL.]
ROBERT PIATT. [SEAL.]

*Exhibit C.*

The undersigned have agreed to purchase, for the joint benefit of their companies, lots or tracts of land numbered eighty-six and eighty-seven, opposite the mouth of Swan creek, on the same principles that lots numbered 1, 2, 3, and 4, at the mouth of Swan creek, were purchased, as per agreement between William C. Schenck and William Oliver, for themselves and others, and Robert Piatt for himself and others, bearing date 17th July, 1817.

ROBERT PIATT, [SEAL.]
WILLIAM OLIVER. [SEAL.]

*Exhibit D.*

Know all men by these presents, that I, Martin Baum, of the county of Hamilton, and State of Ohio, am held and firmly bound unto William Barr, William C. Schenck, William Oliver, Jesse Hunt, Jacob Burnet, and Andrew Mack, in the just and full sum of fifty thousand dollars, lawful money of the United States, for value received, for the payment of which sum, well and truly to be made, I bind myself, my heirs, executors, and administrators. Sealed with my seal, and dated this fourteenth day of August, eighteen hundred and seventeen.

Whereas the before named William Barr, William C. Schenck, William Oliver, Jesse Hunt, Martin Baum, Andrew Mack, and Jacob Burnet, are the purchasers and proprietors of sixty-four several lots and tracts of land, situated within the United States reserve of two miles square, at the lower rapids of Sandusky river, and within the United States reserve of twelve miles square, on the Miami of Lake Erie, being all the lots and tracts of land purchased in the name of William Oliver, at Wooster, including one certificate granted in the name of David Hull, and one other certificate in the name of Josephus B. Stewart and William Oliver, and by him transferred to the said Martin Baum, excepting two tracts, at or near the mouth of Swan creek, known on the plat of said lands by numbers three and four, and one other lot exchanged with David Hull; and whereas the said proprietors have this day agreed to vest in the said Martin Baum, in trust, their interest in the said sixty-four several tracts and lots of land, for the better and more easy management and disposition of the same, and have authorized him to cause a town to be laid out on any part of said lands, at or near the lower rapids of the Sandusky, and to cause the lots therein to be sold and disposed of, and to sell and dispose of all, or any

part of the said lands, within either of the said reserves, and to execute deeds for the same to the purchasers.

Now the condition of the above obligation is such, that if the above bound Martin Baum shall, in all things, well and faithfully execute the trust reposed in him as aforesaid, according to the best of his skill and judgment, and shall pay over, on demand, all money by him received on account of the sales aforesaid, in the following proportions, that is to say, to the said William Barr, William C. Schenck, William Oliver, Jesse Hunt, and Jacob Burnet, each two-thirteenth parts, and to the said Andrew Mack one-thirteenth part thereof, retaining for his own use the remaining two-thirteenth parts of the same, and shall execute deeds to the purchasers of all the lots and lands that may be sold, and shall, when thereto required, execute deeds conveying in fee simple so much of the above mentioned sixty-four several lots and tracts of land as shall not have been sold and accounted for by him as aforesaid, to the said William Barr, William C. Schenck, William Oliver, Jesse Hunt, Jacob Burnet, and Andrew Mack, in the following proportions, that is to say: he shall convey to the said William Barr, William C. Schenck, William Oliver, Jesse Hunt, and Jacob Burnet, each two equal undivided thirteenth parts, and to the said Andrew Mack one equal thirteenth, of all such lots and lands as may be unsold as aforesaid, retaining two equal thirteenth parts for his own use; and then, and in such case, this obligation shall cease and determine, otherwise remain in full force and virtue.

In testimony whereof, the said Martin Baum hath hereunto set his hand and seal the day and year first above written.

MARTIN BAUM. [L. S.]

Signed, sealed, and delivered in presence of us.

It is understood by the parties before the execution of this instrument, that the said Martin Baum is not to be accountable for any losses that may occur from accident; and, also, that he shall be allowed for all necessary disbursements in managing the concern.

MARTIN BAUM.

Signed, sealed, and delivered in the presence of
ANDREW M. BAILEY,
W. R. SCHENCK."

*Exhibit J.*

Know all men by these presents, that we, William Oliver and William Ruffin, all of the county of Hamilton, and State of Ohio, are held and firmly bound unto Martin Baum, of the same place, in the just and full sum of ten thousand dollars, for value received; for the payment of which sum, well and truly to be made, we bind ourselves, our heirs, executors, and administrators. Sealed with our seals, and dated this day of August, eighteen hundred and seventeen.

Whereas, the above mentioned Martin Baum hath this day constituted and appointed the before bound William Oliver his agent, with power to lay out a town on any of his lands within the United States reservation, of two miles square, at the lower rapids of the Sandusky river, and to sell and dispose of the lots in the said town in such manner, and on such terms, as he may think proper, and to execute and deliver to purchasers certificates, in the nature of title-bonds, for the lots so sold. And whereas, the said Martin did further authorize the said William to sell and dispose of all, or any part, of sixty-four several lots or tracts of land, situate in the United States reserve of two miles square, at the lower rapids of the Sandusky river, and within the United States reserve of twelve miles square, on the Miami of Lake Erie, excepting six tracts therein specified. Now the condition of the above obligation is such, that if the said William Oliver shall, in all things, well and truly execute the trust reposed in him by the said Martin, and shall render a just and true account of his proceedings when required, and shall faithfully pay over to the said Martin all money by him received for, or on account of, sales made by virtue of the above recited power, when thereto required, then, and in that case, this obligation shall cease and determine, otherwise remain in full force and virtue.

In testimony whereof, the said William Oliver have hereunto set their hands, and affixed their seals, the day and year first above written.

WILLIAM OLIVER, [L. S.]
WILLIAM RUFFIN. [L. S.]

Signed, sealed, and delivered in presence of
W. BARR.

*Exhibit G.*

Know all men by these presents that I, William Oliver, of Cincinnati, in the State of Ohio, am held and firmly bound unto Martin Baum, of said place, in the just and full sum of twenty thousand dollars, current money of the United States, for value received, for the payment of which sum, well and truly to be made, I bind myself, my heirs, executors, and administrators. Sealed with my seal, and dated this fourteenth day of August, in the year of our Lord eighteen hundred and seventeen.

Whereas, the above named Martin Baum hath this day constituted and appointed the before bound William Oliver his agent, with power to lay out a town at the mouth of Swan creek, on the Miami of the lakes, and hath authorized the said William to sell and dispose of the lots in said town, agreeably to a letter of instructions, and to receive payment for the same from the purchasers, and to execute and deliver certificates, in the nature of title-bonds, for the lots by him sold. Now, the condition of the above obligation is such, that if the said William Oliver shall, in all things, well and faithfully execute the trust reposed in him by the said Martin

Baum, and shall render a true account of his proceedings when required, and shall faithfully pay over to the said Martin all moneys by him received for, or on account of, sales made in the town to be laid off by him as aforesaid, when thereto required; then, and in such case, the above obligation shall cease and determine, otherwise remain in full force and virtue.

In witness whereof, I have affixed my hand and seal, this fourteenth day of August, in the year of our Lord eighteen hundred and seventeen.

WILLIAM OLIVER. [L. S.]

Signed, sealed, and delivered in presence of
WILLIAM RUFFIN.

*Exhibit H.*

CINCINNATI, *August* 14, 1817.

DEAR SIR: As agent for the proprietors of the lands recently purchased at *Swan creek*, you will, immediately upon the receipt of these instructions, proceed to that place, and commence the laying off a town. General Schenck, who accompanies you, will assist in the survey of the grounds, in determining the site, and in the arrangement and formation of the plats. In running the streets, and in the division of the lots, it is *not* the wish of the proprietors that interest or convenience should be sacrificed to form. That the growth of the place should be retarded by an useless adherence to any particular figure, or to any fanciful uniformity of squares. The number of lots to be laid off may be from *three* to *five* hundred, and, with the exception of water lots and fractional sections, of about 60 feet in front and 120 in depth. The principal or central street should be at least 160 feet wide; others from 80 to a hundred; the alleys from twelve to fifteen. Let there be three lots, each 120 feet square, set off for public uses, churches, schools, &c.; and one of 240 feet square for court-house and jail. There should also be reserved one or two suitable lots out of the town for burying grounds. It is not, however, the intention of the proprietors to tie the agent down to any specific number of feet and inches in the width of the streets, or size of the lots, but they leave to him the exercise of his own judgment, and recommend to him the use [of] *sound discretion*, which his better knowledge of the ground and his practical information will enable him to display, to the interest and advantage of all concerned. As soon as the surveys have been made, and a plat of the town formed, it is necessary that a copy of them should be immediately forwarded to the proprietors, as also a notice of the *time of sale*, which, if practicable, should correspond with the time of holding the treaty with the Indians; and on this subject it is necessary that the agent should obtain the earliest information. In the disposition and arrangement of the lots for sale, let *one-third* of the whole number, taken in different sections of the

town, be reserved for the use and benefit of the proprietors, or for future disposal. The *terms of sale* are, *one-fourth down*, and the residue in three equal annual instalments, with interest from date, if not punctually paid; subject, however, to such variations as the judgment *as* the agent may dictate, or *particular* circumstances require. An immediate correspondence is to be opened by the agent with *Martin Baum*, esq., of this city, who will act as trustee for the proprietors, and every information given to him in relation to the business of the agency, the sale of the lots, and the progress of the town, that may be thought of any consequence to the interest of the proprietors, or that may be required by the trustee. It is the intention of the proprietors to give public notice of the *time of the sales*, and it is necessary that this *notice* should be as general, and as widely spread, as possible. The agent will therefore immediately, upon the times being fixed, forward the proper advertisements to Detroit, Buffalo, Albany, New York, Philadelphia, Pittsburg, Chillicothe, and to the trustee in this city for publication. The instructions of the trustee are in all cases to be regarded as coming from the proprietors themselves. Wishing you a safe and pleasant journey, and an easy and prosperous management of the trust committed to your care, we remain, with great respect, dear sir, your obedient servants.

MARTIN BAUM,
*Trustee for the Proprietors.*

To Major Wm. Oliver.

*Exhibit I.*

| Lands surrendered. | | Lands not surrendered. | |
|---|---|---|---|
| Tract No. 1, amount paid on it | $1,015 05½ | Fractional town. 1, bal'ce due | $2,883 60 |
| " 2, " " | 3,802 50 | Sandusky, No. 10 - - | 2,975 58 |
| " 10, " " | 82 25 | Sandusky, No. 4 - - | 2,421 90 |
| " 12, " " | 51 21 | Oliver's mill, 36 - - | 869 79¾ |
| " 13, " " | 74 72½ | Swan creek, 3 - - | 607 35¾ |
| " 24, " " | 358 90 | 4 - - | 271 73½ |
| " 25, " " | 1,256 50 | 86 - - | 373 31½ |
| " 30, " " | 409 48¾ | 87 - - | 149 96¾ |
| " 35, " " | 424 59¾ | 5 quarter sections - - | 1,248 00 |
| " 37, " " | 352 88½ | | |
| " 38, " " | 877 83¾ | | 11,771 24½ |
| " 67, " " | 807 32 | | |
| " 79, " " | 178 60 | Lands credited 8 years. | |
| " 60, " " | 825 00 | | |
| " 63, " " | 910 07 | Sandusky, No. 11 - - | $2,547 75 |
| " 12 quarter sections | 997 20 | Maumee, No. 23 - - | 1,463 13 |
| Amount paid on lands surren'd | 12,424 07½ | | 4,010 88 |
| Amount due on lands *returned* | 11,771 24½ | From which deduct - - | 652 83¾ |
| Surplus credited on No. 11 - | 652 83¾ | Payable in 8 years - - | 3,358 04¾ |

Quarter-section with Stewart was also put on the 8 years system, tendered in due form a relinquishment of all town lots, the sums paid on which to be credited to number 23, at Maumee, which was not received by the register, his instructions not permitting it. A transfer of title may be made of any of the tracts paid out as above, so that the patent will issue in the name of the transferee, by giving in the transfer a proper description of the tract, with the date of the final certificate, which will be 27th September, 1821, if forwarded to the register at Wooster in three months from the date of final certificate, the transfer being in due form, and legally authenticated. Fees paid to register $14 75, receiver $13 00, recorder 75 cents—$28 50.

M. T. WILLIAMS.

*Exhibit L.*

WOOSTER, *27th September*, 1821.

Rent due from Spafford last year, under Halley's lease on settlement, $50 00, applied in refunding money received for lot sold Aurora Spafford in Port Lawrence, and interest chargeable to Port Lawrence Company; $19 75 left in the hands of Spafford, to be applied in redeeming certificates of lots in Port Lawrence, in favor of estate of Ewing, on delivery of said certificates to Doctor Conant, Maumee, before whom Powell, administrator, had brought suit against M. Baum, chargeable to Port Lawrence Company, $30 25—$50; received of Everett, or rather he assumed to Moses Wilson, this sum due for money received on account lot in Port Lawrence, with interest, for which E. has credit on note due Sand'y Company, chargeable to Port Lawrence Company, $13 50; see credit one dollar on Hulbert's obligations for paid tavern bill at Sandusky, $1; get a certificate that the lots donated to Sandusky county were not encumbered at the date of gift, and transmit, with a title therefor, to the commissioners of the county, otherwise there will be some efforts to change the location of the public buildings. There was no compass to be had to run the subdivision lines at Maumee, or Sandusky, or the tracts for Prentice or Tromley at Port Lawrence (or opposite.) Mr. Stickney will attend to the tracts, Conant to subdivision at Maumee, but for Sandusky I made no arrangement. I instructed Doctor Conant to attend to improved lands in the neighborhood of Maumee, per letter herewith, as also to employ counsel to defend suits brought, and about to be, by Powell, attorney. Considerable prejudice did exist against the company, produced by interested individuals, but I think now the company stands fair by the arrangements gone into. Your counsel advised an arrangement on the terms closed with W. Stickney, to wit:

| | |
|---|---|
| Amount due by company - - - - | $521 00 |
| Advance paid by Stickney to original purchasers - | 97 00 |
| Interest on do. - - - - - | 191 11 |
| This sum for improvements - - - - | 162 50 |
| Costs of suit - - - - - - | 27 00 |
| | $998 61 |

As by contending, the incidental expenses and trouble would exceed the difference possible to be gained by the company, Hubble, (as he says under the direction of the commissioners,) tore down and removed to Perrysburg the jail house that stood in Maumee. The company will consider how far he ought to be, and is, punishable for the offence. My bill for self and horse whilst at Doctor Conant's is charged to M. Baum, (not exceeding 5 days;) for my services and expenses $50.

WILL. OLIVER.

CINCINNATI, *June* 3, 1823.

The attention of the company is particularly requested at Maumee in the improvement of the navigation.

*Exhibit O.*

Martin Baum and associates in Port Lawrence,
To William Oliver, Dr.

| | | | |
|---|---|---|---|
| | For the following sums expended in the purchase and improving on in-lots Nos. 223, 224, in Port Lawrence, with interest: | | |
| 1818. | | | |
| Mar. 22 | To paid Louis Laforge, for hauling logs, &c., for warehouse in November, 1817 - - - | $15 25 | |
| | Do March, 1818 - - - - | 4 00 | |
| | John Reed, for flat-boat - - - - | 9 00 | |
| April 1 | | | $28 25 |
| 14 | paid Ewing & McCorcle, for 3 flat-boats - - | – | 20 00 |
| | Woolman, for 2 days labor - - - | 87½ | 1 75 |
| | Blacksher, for 6 days labor, he finding himself - | 1 50 | 9 00 |
| | Lunen Meraud, 5 and a half days - - | 87½ | 4 81¼ |
| | William Wilson, for services and moneys paid out, per bill - - - - - | – | 82 79½ |
| May 14 | Seth Tucker, for shingles and freight - - | – | 46 00 |
| | A. Edwards, for boards and locks - - | – | 24 50 |
| | Hunt & Forsythe, sundries - - - | – | 18 50 |
| | William Hollister & Co. - - - - | – | 21 90 |
| May 21 | Leon Gouin - - - - - | – | 121 21½ |
| | Jos. Prentice, for work at house - - - | – | 80 43¾ |
| | McGunnagle for digging cellar - - - | – | 6 00 |
| | | | $465 46 |
| Oct. 21 | Hunt & Forsythe - - - - - | 100 31¼ | |
| | Leon Gowin - - - - - | 8 18¾ | |
| | Jos. Nichols for brick - - - - | 32 00 | |
| | Jos. Prentice - - - - - | 37 00 | |
| 1821. | | | 177 50 |
| Aug. 26 | D. W. Halley - - - - - | 40 75 | |
| Dec. 21 | Hunt & Forsythe - - - - - | 71 40 | |
| | | | 112 15 |

| | | | |
|---|---|---|---|
| 1823. | | | |
| Jan. 20 | To Jos. Prentice - - - - - | - | $232 50 |
| May 15 | Do - - - - - - | - | 40 00 |
| | interest on $465 46 from 21st May, 1818, until Aug. 31, 1823 - - - - - | $145 28 | |
| | interest on $177 50 from 31st Oct., 1818, to 31st Aug., 1823 - - - - - | 51 47½ | |
| | interest on $112 15 from 1st do., 1821 - - | 11 76 | |
| | interest on $232 50 from 20th Jan., to 31st Aug., 1823 - - - - - - | 8 55 | |
| | | | 217 06½ |
| | first instalment on in-lots 223 and 224 in Port Lawrence, purchased and p'd 20th Sept., 1817 | 113 75 | |
| | interest on do. from purchase to 31st Aug., 1823 - | 40 57 | |
| | second instalment p'd 20th Sept., 1818 - - | 113 75 | |
| | interest on do. from purchase to 31st Aug., 1823 - | 33 74 | |
| | | | 301 81 |
| 1823. | | | |
| May 12 | paid B. F. Stickney & Co., per account - - | 1,063 61 | |
| | interest on do. to 31st Aug., 1823 - - - | 19 32 | |
| | | | 1,082 93 |
| June 9 | paid Jacob Wilson, for account D. C. Henderson - | - | 90 00 |
| | sundry postages on letters of company's business - | - | 8 00 |
| | | | 2,724 41½ |
| | By cash from M. Baum, on account lots 223 and 224 with improvements, &c. See above - - | 773 24 | |
| | Do from Jos. Prentice - - - | 61 25 | |
| | Do Jesse Hunt - - - - | 57 45 | |
| | | | 891 94 |
| | | | $1,835 47 |

*Exhibit K.*

CINCINNATI, 31*st January*, 1824.

To the proprietors of the Maumee and Sandusky Land Co.

DEAR SIR: Enclosed, I hand you a statement of the Port Lawrence land speculation, by which you can see how that business stands, to wit, a balance due me by the company of upwards of 4,755 dollars, and is daily increasing with interest. Suits have been commenced against me for the restoration of the money which was paid the company for lots, and the amount of improvements made thereon, as well as for damages. I was obliged to borrow money to compromise and quiet those claims, for fear of incurring heavy damages, great expenses, and much trouble, and probably a total loss of the company's property by sales, or judgments and executions. The lands have consequently been mortgaged for the money borrowed, and unless it is shortly refunded, the lands may yet be sold under the mortgage; it is therefore necessary that the proprietors pay to me their respective quotas, to save their lands from sale. I am extremely anxious to close this business, and therefore propose that I will exonerate you from paying any more money, if you will sell and convey me your interest in all those lands. But, lest you should think that I wish to make a speculation out of you, if you will exonerate me from paying any more, I will sell you my

613.

interest in these lands, and will thank you to accept the latter proposition. It is needless to go into an explanation, as the account will do it of itself; and my proposition will satisfy you as to the prospects of gain. Please inform me soon what course you intend to pursue.

Yours, respectfully, MARTIN BAUM.

*Exhibit T.*

The proprietors of Port Lawrence, in account with Martin Baum, agent, DR.

| *Date.* | *Vo.* | | |
|---|---|---|---|
| 1821. | | | |
| July, Aug., & Sept. 1 | 1 | To paid M. T. Williams, &c., one-third of expenses of consolidation under relief law - - - | $59 50 |
| Oct. 21 | 2 | William Oliver the amount refunded original purchasers for lots in Port Lawrence, numbered 33, 236, 37, | |
| 1822. | | 131, 132, 222, 296, 127, 128, and 149 - - | 221 07 |
| Sept. 10 | 3 | paid William Oliver, as above, for numbers 20, 21, 85, 103, 107, 120, 147, 148, 172, 188, 198, 218, 229, 271, 339 and 373 - - - - | 426 04 |
| Mar. 14 | 4 | paid P. G. Oliver, as above, for Nos. 10, 57, and 292 | 49 50 |
| 1823. | | | |
| Jan. 23 | 5 | William Wilson for lots No. 2 and 297, surrendered with improvements thereon - - - | 200 00 |
| " | 6 | Jos. Tromley, assignee for lot 171, with improvements | 100 00 |
| " | 7 | Jos. Prentice, do 192, do | 100 00 |
| May 14 | 8 | Amos Spafford, assignee, 267 and 324 - - | 19 75 |
| May 16 | 9 | Moses Wilson for 150 - - - - | 13 50 |
| June 10 | 10 | Darius C. Henderson for 194, with improvements - | 400 00 |
| Aug. | 11 | B. F. Stickney, Martin Baum, and William Oliver, for lots 5, 22, 25, 26, 81, 104, 139, 223, 224, 272, 340, 372, 390, 399, 400, with improvements thereon - | 2,727 41½ |
| | 12 | this sum due William Oliver - - - | 76 00 |
| | | interest on $221 04 from 21st October, 1821, till 1st Sept., 1823 - - - - - | 24 64 |
| | | interest on $49 50 from 14th March, 1822, till 1st September, 1823 - - - - - | 4 35 |
| | | interest on $426 04 from 10th September, 1822, till 1st Sept., 1823 - - - - - | 24 85 |
| | | interest on $200 00 from 23d January, 1823, till 1st Sept., 1823 - - - - - | 7 26 |
| | | interest on $33 25 from 16th May, 1823, till 1st September, 1823 - - - - - | 50 |
| | | interest on $400 00 from 10th June, 1823, till 1st September, 1823 - - - - - | 5 33 |
| Sept. 1 | | balance due W. Oliver, on orders, to bear interest from 10th Sept., 1822 - - - - - | 280 96 |
| | 13 | sundry certificates of sales yet out, on which there is due, exclusive of interest - - - - | 705 50 |
| | | interest on $705 50, since Aug., 1817, is - - | 274 00 |
| | | | $5,720 16 |

CR.

| | | | |
|---|---|---|---|
| 1821. | | | |
| Sept. 18 | By cash from J. H. Piatt, for M. T. Williams | | $25 00 |
| " | Will. Steele | $20 00 | |
| | paper $5, worth | 3 33 | |
| | | | 23 33 |
| 1823. | | | |
| Jan. 23 | 30 acres land sold Joseph Tromley, assignee, off tract 86, in payment for lot 171, &c. See contra | | 100 00 |
| | 30 acres do. to Jos. Prentice for same purpose | | 100 00 |
| | cash paid Peter G. Oliver, of Hunt & Forsythe, 2d instalment on lot 372 | $20 00 | |
| | cash paid H. J. Hunt, 147, 227 | 33 25 | 53 25 |
| | My orders in favor of W. Oliver for the amount refunded purchasers of lots, as per voucher 3, contra, of which orders there has been paid the amount here extended, the balance being due W. Oliver, viz: | | |
| | | Unpaid. Paid. | |
| | J. H. Piatt and associates for one-half | $213 07 | |
| | William Steele | 67 89 $71 42 | |
| | Jacob Burnet, paid by Martin Baum | – 16 37 | |
| | Martin Baum | – 32 74 | |
| | M. T. Williams | – 16 37 | |
| | John Armstrong | – 8 18 | |
| | | | 145 08 |
| | By amount due W. Oliver | 280 96 | 280 96 |
| | By received from J. H. Piatt & Co., a credit arising from the relinquishment of their half of tracts Nos. 1 and 2, of $474 59, which was applied by the Sandusky Company, and by arrangement to be accounted for in M. E. Co. paper, then worth 40 cts. per dollar, but which is now credited at 50 cts. per dollar, and constitutes a credit to that amount in favor of J. H. Piatt and associates, on settlement of this account with Sandusky Company, to wit | | 237 29½ |
| | By balance | | 4,755 25 |
| | | | $5,720 16 |
| 1823. | | | |
| Sept. 1 | To balance due M. Baum | | $4,755 25 |

*Exhibit U.*

Abstract of lots sold in Port Lawrence in 1817, which are unredeemed, and for which the proprietors are liable, so far as payments have been received, with interest from date of receipts.

| | Purchasers' names. | No. of lots. | Price of lots. | Amount paid. |
|---|---|---|---|---|
| 1817. | Israel Smith, assignee of W. Wilson - - | 143 | $41 | |
| | | 154 | 30 | |
| | | 231 | 33 | |
| | | 239 | 31 | |
| | | | 135 | $33 75 |
| | Smith, assignee of W. C. Schenck - - | *1 | 100 | |
| | | 6 | 37 | |
| | | 86 | 42 | |
| | | 193 | 122 | |
| | | 244 | 72 | |
| | | 275 | 36 | |
| | | 318 | 27 | |
| | | 153 | 52 | |
| | | 228 | 83 | |
| | | 144 | 71 | |
| | | | 542 | 258 00 |
| | Advance paid Thos. & David Guynne - - | - | - | 25 00 |
| | Do W. Oliver - - - - | - | - | 200 00 |
| | Samuel H. Smith - - - - - | 62 | 42 | 10 50 |
| | Oliver Coit - - - - - | 100 | 21 | |
| | | 166 | 36 | |
| | | 324 | 31 | |
| | | | 88 | 88 00 |
| | Samuel H. Ewing - - - - | 135 | 26 | |
| | | 136 | 42 | |
| | | 336 | 20 | |
| | | 394 | 20 | |
| | | | 108 | 27 00 |
| | Leon Gowin, donation - - - - | 140 | | |
| | Austin E. Wing - - - - - | 175 | 20 | |
| | | 247 | 51 | |
| | | 341 | 82 | |
| | | | 153 | 38 25 |
| | Charles Lee Cass - - - - | 270 | 100 | 25 00 |
| | | | | $705 50 |

* This lot is on tract No. 3, and the company can make title.

*Exhibit P.*

Martin Baum, in account with William Oliver, Dr.

| | | | |
|---|---|---|---|
| 1824. | | | |
| May | For expenses, horse hire, &c., to Maumee, on business for your company | | $30 00 |
| 1825. | For same this year | | 36 00 |
| | so much paid by Mr. Lee, attorney, with my funds, on judgment and taxes for your company | | 31 25 |
| | postages | | 2 00 |
| | services, expenses, horse hire, going to Maumee and returning, (and Sandusky) | | 52 00 |
| 1826. | | | |
| October | paid taxes, per Hunt's account and receipt | | 16 00 |
| | taxes paid by Forsythe, refunded by me | | 10 32 |
| | this sum, applied by S. Lee, attorney, of my funds in his hands, for your use | | 9 50 |
| | postages | | 1 00 |
| | 2 blank deeds | | 25 |
| 1827. | | | |
| January | postage on Cass's letter | | 19 |
| Sept. 6 | paid E. Huntington, treasurer, taxes on town tract, 1826 and 1827, and on town for 1827 | | 111 67 |
| | paid John E. Hunt, for your account | | 10 53 |
| | paid S. Lee for services | | 3 50 |
| | postages | | 50 |
| | so much of W. Oliver's expenses to, and returning from, Maumee | | 20 00 |
| | | | 334 71 |
| 1826. | | | |
| October | By house rent of Forsythe | $75 00 | |
| | 200 bushels corn, at 25 | 50 00 | |
| | balance of house rent, after settlement of claim against Steele | 87 | |
| | Doct. Conant paid W. Moore | 45 00 | |
| | so much of taxes ($111 67) to be worked on road by W. Moore, for rent due M. Baum & Co. | 6 53 | |
| | so much Wolcot's bill, credited on lease on house | 6 75 | |
| | balance | 150 56 | |
| | | | 334 71 |
| | To balance | | $150 56 |
| 1827. | | | |
| Nov. 2 | By cash in full, received of M. Baum. WILL. OLIVER. | | |

*Exhibit N.*

PIQUA, *March 27th*, 1825.

SIR: I received your letter of 23d January, this morning. It is matter of regret [that] Mr. Prentice repays my exertions in his favor with ingratitude. The company were and are largely indebted to me, and, at the request of Mr. Baum, trustee, I continued, after disposing of my interest in the Maumee and Sandusky property, to aid in the perplexing business of the concern, as I understood the details better than himself; and whatever money collected, was to remain in my hands; so far, however, every thing has been applied

in liquidation of claims against Mr. Baum. Amongst the persons with whom the company had transactions, there was none I endeavored to serve more than Mr. Prentice. I listened to his complaints, allowed him more than was due on settlement, procured him a deed, and other things for his advantage. Mr. Prentice knows I would not have acted without authority. Ask him to show you Mr. Baum's letter to him of January last, *when* you will see P. is instructed to comply with my arrangements. Mr. Powell's course requires explanation. The suit at first in favor of Ewing's estate was altogether vexatious, as I had agreed to settle the amount of the claim with the money due from Spafford, before he commenced suit, he being entirely satisfied as to the solvency of Mr. Spafford. There is something equally quibbling in the credits he has made on the judgments against Baum, having a strong and palpable squinting at litigation and *fees*. I am willing Mr. Powell should know my impression, for, if mistaken, it will give me pleasure to be corrected. Why divide a balance of $6 on the different judgments, when his docket fees are a part of the amount, unless to justify further proceedings in law. Collect from Mr. Spafford the balance due on judgments, and have them correctly closed on the docket. Any lots conveyed to Mr. Powell, by Mr. Baum, are beyond the control of the latter, but none others, nor of those conveyed to Mr. Powell in relation to the rent of last year. Close with Mr. Spafford to the best of your judgment, and without delay. If time is given, require security. I am advised, Mr. Wilkinson refused to act correctly, but think this is a mistake. Collect the pay for last year's rent, and if he wishes to rent the ensuing season, give him the preference—he entering into a proper article. If he is disposed to baffle, (which I think not,) don't lose the opportunity of renting this year. I have written to Mr. Moore. He can have the use of the Carlin place. Ascertain of Dr. Conant the condition it was to be left in, and require the fulfilment; as also dispose of the rents due for the same, and for the ground in front of Maumee, in the occupancy of Dr. Conant, I think, last year. I received Mr. Lee's letter of 9th November, 1824. Although this communication is more particularly addressed to you, I consider Mr. Lee associated in the management. Please attend to the several requests herein made, as well as those heretofore made. Mr. Baum is absent in Alabama; on his return, he will write to you. Mr. Thompson, in your country, wishes to rent my little farm up by Pray's mill, proposing to improve in payments. On his paying a fair rent for the land improved, I will give three years for such as he improves, not less than 5 acres the present year to be computed. If I should sell, pay him for such portion of the time as is unexpired at the time of sale, at such rate as he pays for improvements now made; the improvements made by him to be left in good farming condition. Examine if there are any taxes due for lots in Maumee, owned by Mr. Baum, which have been regularly assessed ac-

cording to law; and if so, collect of Spafford sufficient to meet, or let him secure to the officers the amount, to the exemption of Mr. Baum and his property.

Respectfully, your obedient servant,

WILL. OLIVER.

JAS. L. GAGE, esq., *Maumee.*

*Exhibit S.*

Martin Baum, trustee, to William Oliver, DR.

| | | | |
|---|---|---|---|
| 1828. | | | |
| Augt. 8 | To cash paid costs of suit against Spafford, for rent due company—appealed from magistrates decision, and failing to recover an equal sum in court, costs adjudged against plaintiffs, V. 1 - | $20 77 | |
| | To paid S. Lee for sundry services, V. 2 - - | 17 50 | |
| | | 38 27 | |
| | Interest on same, up to 18th February, 1830 - - | 3 52 | |
| | | | $41 79 |
| Dec. 1 | To paid taxes on company's property for 1828, per E. Huntington, treasurer's receipt, 3 - - - | 68 85 | |
| | Interest on same, up to 18th February, 1830 - - | 5 03 | |
| | | | 73 88 |
| 1829. | | | |
| April 14 | To cash paid John E. Hunt, esq., balance of account rendered you, per V. 4 - - - - - | 29 71 | |
| | Interest on same, to 18th February, 1830 - - | 1 49 | |
| | | | 31 20 |
| | The other item in this account, $27 for cash advanced Mr. Forsythe, was appropriated by the latter in payment of taxes for 1828, and is included in the charge of E. Huntington, treasurer's receipt No. 3, for - - - | 68 85 | |
| | To amount of taxes on company's property for 1829, paid E. Huntington, per receipt No. 5 - - - - - | | 75 22 |
| | Interest on same - - - - - - | | 1 00 |
| | To paid Ambrose Rice, county surveyor of wood, for surveying two tracts sold Prentice and Tromley off tract 86, per receipt No. 6 | | 7 75 |
| | | | 230 84 |
| | By rent of tract 23 for 1828 - - - - | 51 56 | |
| | Do 1829 - - - - | 45 00 | |
| | Discount on county orders, purchased and paid in taxes account for 1829, on $40, at 37½ per cent. - - | 15 00 | |
| | | | 111 56 |
| | Balance - - - - - - - | | $119 28 |

The within is not to affect any other accounts between the parties.

W. OLIVER.

| | | |
|---|---|---|
| To amount brought forward - - - - | | $230 84 |
| By amount brought forward - - | $111 56 | |
| 1830, July 30, by M. Baum's due bill for | 119 28 | |
| | | 230 84 |

WILL. OLIVER.

616.

*Exhibit M.*

CINCINNATI, *October* 11, 1832.

DEAR SIR: Yours of the 30th ultimo came to hand. We will make the lease to expire the last of October, or the 15th day of March, as you desire. Three years from the expiration of your present lease, and the fraction of the year as above, according as you may determine—of which, please advise me—at one hundred and fifty dollars per annum, payable for the year, on the first day of January in each year; and the taxes on the premises in your occupancy, including my six lots, heretofore in the use of the tavern stand, reserving the right of sale of all; in which case, you are to be compensated for any improvements with reference to the unexpired time of the lease. Please pay the taxes on my other lots.

Respectfully, your obedient servant,

WILL. OLIVER.

N. B.—The cholera is raging with great malignity in this city now. W. O.

JAS. WILKINSON, esq.

Received seventy-five dollars on account of rent, commencing first day of May, 1833.

WILL. OLIVER.

June 20, 1834, received seventy-five dollars more, on account of rent of tavern premises.

WILL. OLIVER.

*Exhibit W.*

MAUMEE CITY, 12*th Nov.*, 1838.

A. H. EWING, esq.

DEAR SIR: Owing to the state of my health, I was unable to leave for Detroit until last Monday, and, on account of the storm on the lake, did not arrive there until Tuesday evening. Upon inquiries, I found the secretary of the University of Michigan, and on account of his being employed in *court*, was able to search the journal of their proceedings, and to copy the following from it. Under date of a meeting held 12th August, 1828, is the following:

"Major William Oliver, of Ohio, appeared before the board, and submitted a proposition to give to the trustees of this institution one section of land to be selected from lands owned in the name of Martin Baum, in the vicinity of Port Lawrence, or any of the public lands subject to entry, at the expense of the applicant, in lieu of two tracts Nos. 1 and 2, at Swan creek, in the United States reserve of twelve miles square, at the Miami rapids, heretofore selected by this institution, and applied for, but not yet granted. Resolved, that a committee be appointed to proceed to Port Lawrence, and after personal examination, to report on the foregoing

proposition to this board, on or before the first of November next. Hon. Austin E. Wing was appointed that committee.

(Meeting 22d August, 1828.) "The secretary presented the report of the Hon. A. E. Wing, pursuant to a resolution of the board of the 12th instant, stating that he had proceeded to Port Lawrence, and examined the lands belonging to Martin Baum and others, at that place, which were proposed as an exchange for tracts Nos. 1 and 2, in the United States reserve, (at that place,) heretofore applied for by this board, containing 401 $\frac{50}{100}$ acres. That Major Oliver, the authorized agent of said Baum, has proposed to give to the University, in lieu of said lots 1 and 2, to be relinquished by them, four several tracts, viz: lot No. 3, in the same reserve, containing 154 $\frac{25}{100}$ acres, ten acres of which, to be reserved by said Baum, at the mouth of Swan creek; lot No. 4, containing 143 $\frac{25}{100}$ acres; the S. W. $\frac{1}{4}$ of section 2, containing 160 acres, and the west half of section 3, containing 320 acres, making together 767$\frac{1}{2}$ acres; and that, in his opinion, the interests of this institution would be promoted by acceding to the said proposition.

"A communication from Major Oliver, accompanying the report, was also read. After full discussion on the subject of the proposition, and the report above mentioned, Judge Sibley moved the following resolution, viz: The trustees assent and agree—the Secretary of the Treasury of the United States assenting thereto—to withdraw the location made at the mouth of Swan creek, of lots Nos. 1 and two, and to locate a section in lieu thereof on the vacant public lands; on condition that lots 3 and 4 are conveyed in fee to the trustees of the University of Michigan, as a consideration of such relinquishment. Provided, that the arrangement shall not prejudice or bar the location of a section in lieu thereof. On motion, Judge Sibley, Major Keasly, and Col. Larned, were appointed a committee to confer with Major Oliver on the subject, and to report on Monday next, at 5 o'clock, P. M."

(Meeting, 26th August, 1828.) "The committee appointed at the last meeting of the board, to confer with Major Oliver on the subject of the exchange of lands at Swan creek, made report. The proposition of Major Oliver in behalf of Martin Baum and others, as set forth in detail in the report of the Hon. A. E. Wing to this board, of the 20th instant, and the other propositions of Major Oliver, as reported by the committee above named, to give lots No. 4 and parts of sections 2 and 3, first offered to the board, and the sum of five hundred dollars, in lieu of section 3, having been duly considered—Resolved, that the assurances of this board be given to Major Oliver, that one of the said propositions be acceded to, and that a notice of the election of this board to one of said propositions will be given to him upon the return of his excellency Governor Cass, the chairman of this board."

(Meeting, October 2, 1828.) "The subject of Major Oliver's proposition, in behalf of Martin Baum and others, having been

again considered—Resolved, that the whole matter be referred to his excellency Governor Cass, chairman of this board, with the request that he will be pleased to make such arrangement with Martin Baum and others, in conformity to the previous proceedings of this board in that behalf, as he may deem best for the interest of the institution. Resolved, that this board do ratify and confirm any arrangement which may be made by his excellency the Governor, either with Messrs. Baum and others, or with the United States, pursuant to the foregoing resolution."

(Meeting, on the 16th August, 1830.) "Major William Oliver, the agent of Martin Baum and others, appeared before the board, on the subject of the exchange of certain lands entered by this institution at Swan creek, on the Maumee river, which exchange was under consideration in August, 1828. After full consideration of the whole matter, and each member having submitted his views, it was moved by General Williams that it is inexpedient to make an exchange of the lands in question. The question having been put, was carried, yeas 5, nays 3."

(Meeting, 23d November, 1830.) Henry S. Cole appeared before the board, in behalf of William Oliver, of Ohio, and moved that the vote of this board of August 16, 1830, declaring it inexpedient to make an exchange of lands at Port Lawrence with the said William Oliver, be now reconsidered; which, being first discussed, was carried. Mr. Cole then renewed the application of Major Oliver, to have the exchange consummated agreeably to the resolutions of the 26th August, 1828, and stated that he was authorized to add to the offer before made a quarter-section of the land adjacent to that for which the exchange was proposed. Mr. Wing moved that the proposition of Major Oliver, as stated in the proceedings of August 22, 1828, to wit, to give 767½ acres for lots 1 and 2, which proposition was in part acceded to on the 26th August, 1828, be now selected as one of the two proposed by the said resolution of the 26th August, 1828." (The board adjourned for a quorum to the 2d Tuesday of January next.)

(Meeting, January 4, 1831.) "Mr. Wing moved that the proposition of Major Oliver, stated in the proceedings of August 22, 1828, to wit, to give 767½ acres of land, being the several tracts therein stated and specified, for lots 1 and 2, which proposition was in part acceded to on the 26th August, 1828, be now selected on the part of this board, and agreed to in conformity with the act of Congress upon that subject. Resolved, that the chairman be authorized to convey to the said Major Oliver the right of the University to the said lots 1 and 2, on receiving from him a conveyance to the University of the tracts offered by him—yeas 7, nays 3." February 7, 1831: a deed was this day issued to William Oliver, dated this day, and signed by the president and secretary of the board of trustees, in conformity to the order passed at the last meeting, the said Oliver's deed having been received for the lands proposed by him to be conveyed."

(Meeting, the 11th October, 1834.) A communication was received from William Oliver, proposing to purchase the lands on the Maumee river, conveyed to this institution on the day of February, 1831, and to pay therefor $5,000, or to lease the same perpetually, and to pay the interest on $5,000 as the rent thereof, and requesting the board to appoint a committee to examine the lands at his expense, and to report their opinion.

24th October, 1834, Major Keasley, from the committee appointed to examine the lands on the Maumee, and to report upon Major Oliver's proposition for the purchase thereof, made report in favor of selling the lands for $5,000, payable $1,500 1st May, 1835, $1,500 1st November, 1835, and $2,000 1st May, 1836, with interest. Resolved, that the trustees of the University of Michigan approve of the terms of purchase proposed by Major Oliver in his communication of October 9, 1834, and more particularly stated in the report of Major Keasley, and recommend to Congress to carry the same into force and effect. Resolved, that the Governor of the Territory, and Messrs. Woodbridge and Biddle, be a committee to give full effect to the foregoing resolutions, by granting conveyances or otherwise, should Congress pass an act sanctioning the sale.

(Meeting, Friday, 5th May, 1837.) "Resolved, that the president pro tempore and secretary of this board be, and they are hereby, authorized and required to remise, release, and quit claim to William Oliver, his heirs and assigns, the several parcels of land mentioned and described in an act of the Congress of the United States, entitled an act to authorize the conveyance of certain land belonging to the University of Michigan, approved March 22, 1836. Resolved, that the secretary of this board be authorized to loan to William Oliver 5 patents, to be used in testimony in the circuit court of the United States for the State of Ohio."

The above was all that appeared on the journal of the board, touching the purchases by Oliver. The next morning I called again on G. Mott Williams, esq., secretary of the board, and requested a sight of the correspondence of Major Oliver with the board. We found several letters from the major; I requested to take some minutes of those letters; he said he had already furnished Major Oliver with copies of the whole; I told him these were for the complainant in the bill; he then said, as it was a private correspondence on the part of Mr. Oliver, he did not think he should be doing right with Major Oliver, and he might be offended with him for it; that he was ready to put them into a deposition, if either party required it, but that he could not let one have copies of them. I thanked him for his politeness, offered to pay him, and took my leave. In taking depositions, perhaps it would be as well to have them taken at the office of G. Mott Williams, Detroit, &c., for the books and papers are all there. I received your letter from Sandusky, and have done my part on the O. Williams concern, as desired by you.

Yours, truly, SAML. M. YOUNG.

*B. M. Piatt and N. Longworth, administrators, answer.*

UNITED STATES 7TH CIRCUIT, OHIO DISTRICT,

In chancery, of December term, 1838.

The administrators of J. H. PAITT and BENJAMIN M. PIATT, *ats.* ROBERT PIATT.

The answer of Benjamin M. Piatt and Nicholas Longworth, administrators of John H. Piatt, deceased, and of the said Benjamin for himself.

These respondents reserving to themselves all right to except to the insufficiencies of the bill, for answers to so much of it as they are advised it is material for them to answer, say: that so far as the complainant has stated the formation of the *formation of the* Maumee and Sandusky and the Port Lawrence Land Companies, to purchase lands; the individuals composing each company; their agreement to unite their interest; the purchases in behalf of the united company; their surrender and repurchase; the appointment of Baum, trustee, and of Oliver, agent; the laying out the town of Port Lawrence; the subsequent exchange by Oliver, agent of the trustee, with the Michigan University; the acquisition of title by said agent, and his claim to hold the same solely to himself, to the exclusion of his principal, and the beneficiaries of the trust; and of the said agent's sale of parts of said land, and of his refusal to account, they are informed and believe, and therefore admit the allegations [to be] substantially true.

The said John H. Piatt died about the 11th of February, 1822, without issue, but leaving the following heirs at law, viz: respondent B. M. Piatt, Abraham S. Piatt, Frances, wife of Isaac Dunn, and Hannah C., claiming as coparceners. Respondents know little, of their own personal knowledge, of these transactions of their intestate, but they allege and claim a balance due the estate, which, on account, should be paid to them as administrators, and of the realty sold, or now held by the said agent, and a disposal to [be] made of the same on final hearing, as the rights of the respective parties shall be made to appear.

Respondents further say, that, amongst the papers of —, they find the account hereto annexed, marked A, B, C, and D, which they pray to have taken as part of this answer. The paper A shows a settlement by the complainant of his accounts with his copartners, Worthington, Worth, and the said John H. Piatt, in the original purchases of said Port Lawrence Company, of one-half lots, numbered 1, 2, 3, and 4, of the whole of lots 86 and 87, and of said five quarter-sections named in the bill, and supposed to be the northwest and southwest quarters of section in the third township, and the southeast, and the northwest and southwest quarters of the

same township, in the United States reserve of twelve miles square on the Miami of the Lake. The papers marked *B*, being an account stated by Martin Baum, trustee, with his copartners of Port Lawrence; and showing, amongst other things, as respondents are advised, full payment by the said John H. Piatt, and his associates, of the expenditures on account of the Port Lawrence Company purchases, with a letter from Baum of January, 1824, and calling for after expenditures, as from then subsisting partners.

The annexed papers, marked *C* and *D*, which show the correspondence between the defendant B. M. Piatt and one Charles Noble, the pretended agent of the defendant Oliver, in his purchase under the pretended proceedings in attachment in Michigan, and fixing upon him when he purchased for Oliver, if he did so purchase, of the said heirs, &c., of the said John H. Piatt.

These respondents, on the part of the estate they represent, pray of their co-defendants, Oliver and Williams, an account of the lands purchased by the Port Lawrence Company, and that surrendered in payment, whatever has since acquired by either in exchange for any of such, the payment of their intestate's proportion of so much of the same as has been sold, and conveyance to the heirs of said John H. Piatt, their proportion of such of said lands as remain unsold; and, so far as may be necessary to that end, to have their answer considered as a cross-bill against their co-defendants and the complainant. These respondents insist that the legal estate was obtained by the said Oliver in said ——, when he was trustee and agent of the other parties in trust, or with full knowledge of their respective interests therein, and must, in this court, be deemed as held in trust, and decreed to his several beneficiaries, according to their respective rights.

B. M. PIATT, and
NICHOLAS LONGWORTH,
*Adminis'rs of John H. Piatt.*
BENJ. M. PIATT,
By WRIGHT & WALKER,
*His solicitors.*

22d *December*, 1838.

## Exhibits referred to in the foregoing answer.

### *Exhibit A.*

Dr. Major Robert Piatt in account with G. A. Worth, W. M. Worthington and J. H. Piatt. Cr.

| | | | | | | |
|---|---|---|---|---|---|---|
| 1817. June 28 | To cash - - - - - - | $4,000 00 | July | 18 | By cash paid on lots Nos. 1, 2, 3, and 4, $20,400 04⅛ - - - - | $2,550 01 |
| | To premium received on $3,000, at 1 per cent. | 30 00 | " | 19 | By cash paid on lots Nos. 86 and 87, $697 70¼ | 174 42½ |
| | | | " | 21 | By cash paid on 5 quarter-sections, $1,664 00¼ | 416 00 |
| | | | | | By cash, per sundry expenses - - - | 251 56½ |
| | | | | | By balance - - - - - | 638 00 |
| | | 4,030 00 | | | | 4,030 00 |
| | To balance, per contra - - - | $638 00 | Aug. | 4 | By cash in full - - | $638 00 |

*Settled 4th August*, 1817.

*Exhibit B.*

DR. The proprietors of Port Lawrence in account with Martin Baum, agent. CR.

| Date. | V'cher. | | | Date. | | | |
|---|---|---|---|---|---|---|---|
| 1821. | | | | 1821. | | | |
| July, Aug. & Sept. | 1 | To paid M. T. Williams, one-third of expenses of consolidation under relief law | $59 50 | Sept. 18 | By cash from J. H. Piatt for M. T. Williams | | $25 00 |
| | | | | | Do W. Steele | $20 00 | |
| | | | | | Paper, $5 00 worth | 3 33 | |
| | | | | | | | 23 33 |
| Oct. 21 | 2 | To paid William Oliver the amount refunded original purchases for lots in Port Lawrence, Nos. 33, 236, 37, 131, 132, 222, 296, 127, 128, and 149 | 221 07 | 1823. Jan. 23 | By 30 acres of land sold Jos. Tromley, assignee, off tract 86, in payment for lot 171, &c.—see contra | | 100 00 |
| 1822. | | | | | | | |
| Sept. 10 | 3 | To paid William Oliver, as above, for Nos. 20, 21, 85, 103, 107, 120, 147, 148, 172, 188, 198, 218, 229, 271, 339, 373 | 426 04 | | By 30 acres of land to Jos. Prentice for same purpose | | 100 00 |
| | | | | | By cash by P. G. Oliver, of Hunt & Forsythe, 2d inst., on lot 372 | $20 00 | |
| March 14 | 4 | To paid P. G. Oliver, as above, for Nos. 10, 57, 292 | 49 50 | | By cash H. J. Hunt, 147, 227 | 33 25 | |
| | | | | | | | 53 25 |
| 1823. | | | | | | | |
| Jan. 23 | 5 | To paid W. Wilson, for lots Nos. 2, 297, surrendered, with improvements thereon | 200 00 | | By my order in favor of W. Oliver, for the am't refunded purchasers of lots, as per voucher 3; contra of which orders, there has been paid the amount here entered, the balance being due W. Oliver: | | |
| " 23 | 6 | To paid Jos. Tromley, assignee for lot 171, with improvements | 100 00 | | | | |
| " 23 | 7 | To paid Jos. Prentice, lot 192 | 100 00 | | J. H. Piatt & associates, to ½, 213 07 | | |
| May 14 | 8 | To paid Amos Spafford, assignee, 267 and 324 | 19 75 | | W. Steele 67 89 | 71 42 | |
| " 16 | 9 | To paid Moses Wilson, for 150 | 13 50 | | Jac'b Burnet, p'd by M. Baum | 16 37 | |
| June 10 | 10 | To paid Darius C. Henderson, 194, with imp's | 400 00 | | Martin Baum | 32 74 | |
| Aug. | 11 | To paid B. F. Stickney, M. Baum, and W. Oliver, for lots 5, 22, 25, 26, 81, 104, 139, 223, 224, 272, 340, 372, 390, 399, and 400, with improvements thereon | 2,727 41½ | | M. T. Williams | 16 37 | |
| | | | | | J. Armstrong | 8 18 | |
| | | | | | | | 145 08 |
| | 12 | To this sum due Wm. Oliver | 76 00 | | By amount due W. Oliver $280 96 | | 280 96 |

| | | | | | | |
|---|---|---|---|---|---|---|
| | | Interest on $221 04, from 21st October, 1821, till 1st September, 1823 - - - | $24 64 | | Received from J. H. Piatt & Co., a credit arising from the relinquishment of their half of tracts Nos. 1 & 2, of $474 59, which was applied by the Sandusky Co., and by arrangement, to be accounted for in M. E. Co. paper, then worth 40 cents per dollar, and constitutes a credit to that am't, in favor of J. H. Piatt and associates, on settlem't of this acc't with Sandusky Co., to wit: | $237 29½ |
| | | Int. on $49 50, from 14 March, 1822, to do | 4 35 | | By balance - - - - - - | 3,494 79 |
| | | " 426 04 10 Sept. " " | 24 85 | | | |
| | | " 200 00 23 Jan'ry, 1823, " | 7 26 | | | |
| | | " 33 25 16 May, " " | 50 | | | |
| | | " 400 00 10 June, " " | 5 33 | | | |
| | | | $4,459 70 | | | $4,459 70 |
| 1823. Sept. | 1 | To balance due M. Baum - - - | 3,494 79 | | | |
| | | To balance due W. Oliver, on orders to bear interest from 10th September, 1822 - - | 280 96 | | | |
| | | | 3,775 75 | | | |
| | 13 | To sundry certificates of sales yet out, on which there is due, exclusive of interest - - | 705 50 | | | |
| | | | $4,481 25 | | | |

*Exhibits C & D.*

CINCINNATI, 18*th February*, 1828.

CHAS. NOBLE, esq.

DEAR SIR: We received your obliging communication, under date of the 18th October, 1827, enclosing a copy of the proceedings at the suit of William Oliver. John H. Piatt departed this life 12th February, 1822, consequently the proceeding cannot affect his interest in those lands. He appears to be interested in the following tracts: lot No. 87, containing 93 acres; No. 86, containing 181 acres; and the following quarter-sections of land, viz: 3, 2, 160 northwest; 3, 3, 160 northwest; 3, 2, 160 southwest; 3, 3, 160 southeast; 3, 3, 160 southwest.

We have not yet ascertained his proportion of interest, which, I presume, can be obtained from the proper land office in this State, or from the General Land Office at Washington city. I will write immediately to both, and inform you without delay. Can each tenant in common, by the laws of your State, pay their proportion of the taxes? If this can be done, we wish to be advised, and we will forward to you any amount necessary for that purpose. It would seem, that whatever interest J. H. Piatt's estate may have in the above lands, it is in common with the others, no division having ever been made, consequently Oliver's execution must cover his interest in the following tracts, viz: 3, 2, 160 S. W., 3, 3, 160 N. W., 3, 3, 160 S. W. I think strange of Major Oliver, and more particularly so, as I have paid him $30 since the decease of John H. Piatt, on that business. We must solicit your further kind attention in this business, as our agent, for which we will make you a suitable compensation. Should any thing as to the taxes occur, or otherwise, please advise us.

Very respectfully, yours, &c.,

BEN. M. PIATT.

Added 25th April, 1828: The above is literally a copy. Since which I have not been able to procure the statement of the extent of the interest of the estate. I will see Mr. Baum, and obtain the necessary information from him. Please advise us of what funds you may want in the event of our being at liberty to pay our proportion of the taxes.

*Exhibits C and D.*

MONROE, *April 1st*, 1828.

DEAR SIR: The enclosed auditors' advertisement will give you an account of what is to be sold, and how, &c. The tax list does not exhibit any tax against John H. Piatt, or his estate, but it is said that all the land entered by the company was entered in the name of Martin Baum. This fact must be within your knowledge; I have no means of arriving at it.

Your obt. servt.,

CHAS. NOBLE.

Endorsed: "Benj. M. Piatt, esq., Cincinnati, Ohio."

*Auditors' Sale.*

AUDITORS' SALE.—The undersigned auditors, appointed by the county court of Monroe county, in the territory of Michigan, by virtue of an order from said court, will proceed to sell, on Saturday the fifth day of April next, at the court house in the village of Monroe, in said county, the lands and tenements of Martin Baum, Robert Piatt, George A. Worth, and William M. Worthington, survivors of Martin Baum, John H. Piatt, deceased, Robert Piatt, George A. Worth, and William M. Worthington, to wit: The southwest quarter of section numbered two, township numbered three, and the northwest and southwest quarters of section numbered three, in township numbered three, and all within the United States reservation of twelve miles square, at the foot of the Miami rapids, in said county of Monroe, containing four hundred and eighty acres of land, attached at the suit of William Oliver. Sale to commence at eleven o'clock in the forenoon of said day. Terms of sale, cash.

JOSEPH FARRINGTON,
SAMUEL CHOATE,
JEREMIAH LAWRENCE,
*Auditors.*

MONROE, *Feb.* 28, 1828.

And afterwards, in this same term, to wit, on the twentieth day of December, anno Domini one thousand eight hundred and thirty-eight, came the parties, by their attorneys, and, on motion, the complainant has leave to amend his bill within ninety days, and this cause is continued.

And afterwards, in this same term of December, to wit, on the twenty-sixth day of December, "on motion, Mr. Fox has leave to withdraw as solicitor of complainant, and strike his name from the records as such.

And afterwards, to wit, at the July term of said court, anno Domini one thousand eight hundred and thirty-nine, which begun on the first day of July, being on the eighth day of July, came the parties by their attorneys, and, on motion of complainant by his solicitor, leave is given the complainant to file an amended bill, which is accordingly done.

*Amended bill.*

7TH CIRCUIT OF THE UNITED STATES, DISTRICT OF OHIO.

ROBERT PIATT, a citizen and resident of the State of Kentucky, complainant,
*vs.*
WILLIAM OLIVER, et als., citizens and residents of the State of Ohio, defendants.

The complainant, by leave of the court here, for this purpose first had and obtained, amends his original bill, filed herein, to read as follows:

To the honorable the judges of the 7th circuit court of the United States, in and for the district of Ohio, in chancery now sitting:

Humbly complaining, your orator, Robert Piatt, a citizen and resident of the State of Kentucky, respectfully represents to your honors, that early in the summer A. D. 1817, two separate and distinct companies were formed for the purpose of selecting and purchasing a suitable site for a town, and for other objects, lands within the reserve of twelve miles square, on the Miami of Lake Erie, a public sale whereof, in pursuance of law, had, by the proclamation of the President of the United States, been ordered to be holden at the land office of the United States at the town of Wooster.

The first company was composed of the following persons, to wit: John H. Piatt, since deceased, William M. Worthington, Gorham A. Worth, and your orator; and the second company was composed of the following persons, to wit: Martin Baum, since deceased, Jacob Burnet, William C. Schenck, since deceased, William Barr, since deceased, William Oliver, and Andrew Mack, as your orator has been informed and believes. The first named company appointed your orator, with instructions, as per exhibit A; and the second named company appointed the said William Oliver, William C. Schenck, and Andrew Mack, agents, to examine and make selections prior to, and purchase the lands which they might thus select at the public sales. Those agents having made their examinations and selections, attended at the public sales, in order to make their purchases for their respective companies, on or about the 18th day of July, A. D. 1817; lots Nos. 3 and 4, in said reserve of 12 miles square, &c., (a copy of which reserve is herewith filed, marked B,) were separately and publicly struck off and sold by the superintendents of said sales to the said William Oliver, he being the highest and best bidder therefor. The applications for the purchase, and original first certificates of purchase, were made out in said Oliver's name.

On or about the 19th day of the said month of July, A. D. 1817, lots Nos. 1 and 2, 86 and 87, in the said twelve-mile reserve, were separately and publicly struck off, and sold by the said superintendents of sales, on the bids of your orator, who was the highest and best bidder therefor. The applications for the purchase of these lots, and the original first certificates granted for the purchase thereof, were all made out in the names of the said John H. Piatt, Gorham A. Worth, William M. Worthington, and your orator; but not having said certificates before him, your orator is unable to state the order in which said purchases are named in said certificates. The purchases of lots Nos. 3 and 4, made by the said William Oliver in his own name, and of lots Nos. 1 and 2, 86 and 87, in the said 12 mile reserve, made by your orator, in the names of the said John H. Piatt, Gorham A. Worth, William M. Worthington, and your orator, were (as per agreement between said William C. Schenck

and William Oliver, and your orator, copies of which are herewith filed, as per exhibit S and T, reference being thereto had, will more at large appear) made, and the said lands holden for the joint benefit of the said two companies, it being the understanding, at the time, that, for the purpose of making these purchases, said two companies should constitute one company, consisting of two parts, to wit, said first and second companies, each of which said companies to hold in equity one equal undivided moiety in said lands. And accordingly each of said companies paid one equal moiety of the first instalment of the purchase money bid for said lands; and it was the understanding that each company should afterwards contribute its moiety in the satisfaction of the deferred payments due to the United States, and other incidental expenses.

Your orator further shows, that on or about the 21st day of the said month of July, A. D. 1817, there were separately and publicly struck off and sold, by the said superintendents of sales, on the bids of your orator, who was the highest and best bidder therefor, the northwest quarter of sec. 2, in town. 3; the southwest quarter of section 2, town. 3; the northwest quarter of sec. 3, town. 3; the southeast quarter of sec. 3, town. 3; and the southwest quarter of sec. 3, town 3: all in the 12 mile reserve aforesaid. The original first certificates of purchase of these five quarter-sections were taken out in the names of the said John H. Piatt, Gorham A. Worth, William M. Worthington, and your orator. The instalment of one-fourth of the purchase money was paid by them, and said purchases were originally intended for their sole use and benefit.

Your orator further shows, that on the return of said agents to Cincinnati, a meeting of the individuals composing the first and second companies, formed as above, was held, at which meeting the actings and doings of said agents respectively were confirmed, and the new company, agreed upon and formed by the said Oliver and your orator as aforesaid, was approved of, and also confirmed; and for the sake of convenience in the transaction of business, the company first named above was called the Piatt, the second the Baum, and the third (or new company composed of the former) the Port Lawrence Company. At the same meeting Martin Baum was appointed trustee of the aforesaid lands of the said Port Lawrence Company. He accepted the trust, and continued to act as such until his death; and it was agreed that the certificates of the purchase of said lands should be assigned to him, for the purpose of enabling him more effectually to execute the trust and confidence reposed in him by said company; and power was granted to him to sell lots in said town, when laid out. It was also resolved by said company, that a town be laid out on their said lands, and be named Port Lawrence, and for that purpose the said William Oliver was, by the said Martin Baum as trustee aforesaid, by and with the advice and consent of the members of the said Port Lawrence Company, appointed an agent to lay out said town, and attend to the

concerns and interests of said company in the premises; who was, in laying out said town, directed to call to his assistance the said William C. Schenck. The said Oliver accepted said agency, and has continued to act as such ever since. The said Martin Baum, as trustee aforesaid, by and with the advice and consent of the said Port Lawrence Company, made out, and delivered to the said William Oliver, agent as aforesaid, a letter of instructions, a copy of which is herewith filed, marked A A, which bears date on the 14th of August, A. D. 1817; and said Oliver also, at the same time, executed and delivered to said Baum, trustee as aforesaid, a bond in the penal sum of $20,000, conditioned for the faithful performance of his duties as such agent, a copy of which is hereto attached, marked B B; and on the same day the said trustee executed, and delivered to the said Oliver, a power, authorizing him to sell and dispose of the lots in the town to be laid off at Swan creek, on the Miami of the Lake; a copy of which power is herewith filed, marked E.

Your orator further shows that the said agents, Oliver and Schenck, in pursuance of the instructions of said trustees, so given and received as aforesaid, on the 20th of August, A. D. 1817, caused notices to be published, as required by said instructions, (which instructions were made out, by and with the advice and consent of the parties concerned,) of the intention of the proprietors to lay off the said town of Port Lawrence at the mouth of Swan creek, at the head of the Miami bay of Lake Erie, and of the time and place of the sale of lots in said town, a printed copy of which said notice is herewith filed, marked C; and proceeded forthwith to lay out, and did accordingly lay out the said town of Port Lawrence on the aforesaid lots of land Nos. 1 and 2, &c., at the mouth of Swan creek, at the head of the Miami bay of Lake Erie, within the said twelve-mile reserve, and subdivided into lots, streets, &c.; a copy of the plan of which said town, so laid out as aforesaid, is also herewith filed, marked D.

Your orator further shows that, in pursuance of the said notices, the said trustees and agents proceeded to offer the lots in said town for sale, at public auction, in the manner, and upon the terms specified in said notices; and either at that, or at subsequent periods, sold the following lots in said town, to wit: In lots Nos. 1, 2, 5, 6, 10, 20, 21, 22, 25, 26, 33, 37, 49, 57, 62, 81, 85, 86, 103, 104, 105, 120, 124, 127, 128, 135, 136, 139, 140, 143, 144, 147, 148, 149, 150, 153, 154, 166, 171, 172, 188, 189, 192, 193, 194, 197, 218, 222, 223, 224, 227, 228, 229, 236, 255, 267, 271, 272, 275, 296, 297, 318, 323, 324, 336, 339, 340, 341, 342, 358, 359, 372, 373, 390, 393, 394, 399, and 400; and also, 131, 132, 107, 198, 292, and 234.

Your orator is unable to state the aggregate amount of moneys received by the said agent and trustee on the sale of said lots, no account thereof having ever been rendered to, or any portion of the

proceeds of said sales paid over to your orator, although repeatedly demanded; and he now calls upon the said agent, Oliver, and the legal representatives of the said Baum, the trustee, to render a just and true account of their proceedings in the premises, and amounts received.

Your orator has heard, and so charges, that sundry other of said in and out-lots, and other lots, pieces, and parcels of the aforesaid lands, were sold by the said agent and trustee prior to the 15th of September, A. D. 1825; but your orator is unable to point out the particular in and out-lots in said town, and the other lots, pieces, and parcels of land so sold, the times when, and to whom sold, and the aggregate amount of said sales; and now calls upon the said agent, and the legal representative of said deceased trustee, to render a true and just account thereof.

Your orator further represents, that part of the land aforesaid was purchased at very high prices, some as high as $76 05 per acre; and from the reducing the prices of public lands by Congress, and from the general embarrassment in the west, said lands had become of much less value than the price at which it was originally purchased. It was therefore determined by the parties interested, as aforesaid, that it would be their interest to relinquish a part of said lands to the United States, under the act of Congress passed and approved 2d March, 1821, for the relief of purchasers of public lands, prior to July, 1820, and the amendatory acts thereto; and for that purpose, and in order to enable the said trustee more effectually to execute the trusts reposed in him, as aforesaid, and enable Micajah T. Williams, whom he had appointed agent for the purpose of relinquishing a part of said lands to the United States, to make said relinquishments in due form, and apply the money which had been paid on the tracts to be relinquished, in payment of the moneys due on the said lots 3, 4, 86, and 87, so owned by the said Port Lawrence Company, as aforesaid; and that the balance of the moneys paid on the lands so to be relinquished might be applied as to equity might appertain.

Your orator says that, for the purpose of accomplishing those objects, and for no other object, intent, or purpose, whatever, the said William Oliver, agent and partner as aforesaid, on or about the 15th day of September, 1821, assigned, transferred, and set over to the said Martin Baum, as trustee in trust for the purposes aforesaid, the said lots Nos. 3 and 4 in the aforesaid reserve of twelve miles square, &c., which had been purchased in his name, for the purposes aforesaid, on or about the said 18th day of July, 1817; and your orator, and the said William M. Worthington, John H. Piatt, and Gorham A. Worth, on or about the 17th day of said month of September, 1821, also assigned, transferred, and set over to the said Martin Baum, as trustee in trust for the purposes aforesaid, the said lots Nos. 1 and 2, 86 and 87, in the twelve-mile reserve aforesaid, which your orator, and the said William M. Worthing-

ton, John H. Piatt, and Gorham A. Worth, had purchased in their own names, for the purposes aforesaid, on the said 19th day of July, 1817. And as the amount paid on said lots Nos. 1 and 2, which were intended to be relinquished to the United States, as aforesaid, amounted to the sum of four thousand eight hundred and seventeen dollars and fifty-five cents, one moiety thereof, to wit, $2,408 60 5 had been paid by your orator, and the said William M. Worthington, John H. Piatt, and Gorham A. Worth; and as the amount due to the United States on said lots Nos. 3 and 4, 86 and 87, so purchased for and owned by the said Port Lawrence Company, as aforesaid, amounted to the sum of one thousand three hundred and seventy-two dollars and thirty-four cents only, which latter sum being deducted from the former, would leave a balance of three thousand four hundred and forty-five dollars and twenty-one cents; one-half of which balance, to wit, the sum of one thousand seven hundred and twenty-two dollars and 60½ cents would belong to your orator, and the said William M. Worthington, John H. Piatt, and Gorham A. Worth. It was therefore deemed advisable, in order to facilitate the application of the moneys paid on the lands to be relinquished, that so much of this balance as might be necessary for that purpose should be applied by the said Micajah T. Williams, agent for making said relinquishments, in paying the balance due to the United States by your orator, and the said William M. Worthington, John H. Piatt, and Gorham A. Worth, on said five quarter-sections, to wit, the northwest quarter of section 2, in township 3; the southwest quarter of section 2, township 3; the northwest quarter of section three, township three; the southeast quarter of section 3, township 3; and the southwest quarter of section 3, township 3, all in the said twelve-mile reserve, and purchased by your orator, and the said William M. Worthington, John H. Piatt, and Gorham A. Worth, for their own use and benefit, on the said 21st day of July, 1817, as aforesaid, should also be assigned, transferred, and set over to the said Martin Baum, as a trustee, in trust for the purpose last aforesaid, and for no other use, trust, purpose, or intent, whatsoever. And your orator, and the said William M. Worthington, John H. Piatt, and Gorham A. Worth, in pursuance of that arrangement, understanding, and agreement, and for the purpose of accomplishing that object only, and for no other use, trust, purpose, or intent whatsoever, on or about the said 21st day of July, A. D. 1821, did assign, transfer, and set over to the said Martin Baum the original first certificates of purchase of the aforesaid five quarter-sections of land. And your orator avers that no consideration of any nature or kind whatsoever moved, or ever was intended to move, from the said Martin Baum, or any other person whatsoever, to your orator, and the said William M. Worthington, John H. Piatt, and Gorham A. Worth, as an inducement to the said assignments of said five quarter-sections of land; that the object and intent of making said agreement, was to constitute the said Martin Baum trustee, and the said Micajah T. Wil-

liams agent, as the mere instruments of applying so much of the above balance of one thousand seven hundred and twenty-two dollars and sixty cents, as was necessary to pay off the balances due to the United States on said five quarter-sections of land; and that on making said application the trust in equity in said five quarter-sections of land should result to your orator, and the said William M. Worthington, John H. Piatt, and Gorham A. Worth; and that said Martin Baum, the trustee, on said balance being applied in manner aforesaid, should reassign to your orator, and said William M. Worthington, John H. Piatt, and Gorham A. Worth, the original first certificates of purchase of said five quarter-sections of land. And your orator avers that the said Micajah T. Williams, at the time the said five quarter-sections of land were assigned to the said Martin Baum, as trustee aforesaid, knew that the same were made for the above, and for no other use, purpose, or intent whatsoever; and had at the time written instructions to that effect, which he retains in his own possession. Your orator further shows, having received the assignments of the original first certificates of purchase of the said lots Nos. 1, 2, 3, 4, 86, and 87, and of the said five quarter-sections of land as aforesaid, he, the said Baum, with the approbation and consent of the parties in interest, empowered the said Williams to relinquish to the United States the said lots Nos. 1 and 2, and gave to him instructions as to the application of the moneys paid on said lots. That the said Williams, in pursuance of said power of attorney and instructions, proceeded to the United States land office at Wooster, and on or about the 27th day of September, A. D. 1821, relinquished, in the name of said Baum, to the United States, said lots Nos. 1 and 2, and applied the purchase money previously paid to the United States, on the lots so relinquished, in part, as follows, to wit: thirteen hundred and seventy-two dollars and thirty-four cents to the payment of the balance due to the United States by the Port Lawrence Company on said lots 3 and 4, 86 and 87; and twelve hundred and forty-eight dollars to the payment of the balance due to the United States by your orator and the other members of the Piatt Company, on said five quarter-sections of land owned by them in their own right; leaving a balance of moneys paid by your orator and the other members of the Piatt Company, of four hundred and seventy-four dollars and sixty cents five mills. The precise manner in which this sum of $474 60½ was applied by the said Williams is unknown to your orator; but he has heard, and so charges, that this sum, together with the remaining balance of seventeen hundred and twenty-two dollars sixty cents and five mills, paid by the Baum Company on the lands relinquished, were applied by the said Williams in payment of other lands purchased of the United States by the said Baum Company. Your orator further shows, that although said tracts, numbers one and two, were relinquished to the United States, as above stated, yet your orator avers they were not so relinquished without any intention of repurchasing them at any subsequent sale

thereof to be made by the United States; on the contrary, it was understood and agreed by the parties, that the said tracts, whenever the same should be again offered for sale, should be purchased for the joint benefit of all the parties interested originally.

Your orator further shows, that the said John H. Piatt departed this life intestate and without issue, some time in the month of February, 1822, as your orator has been informed and believes, and some short time thereafter a fraudulent combination and confederacy was entered into between the said Martin Baum, as trustee, and the said agents Oliver and Williams, (the latter of whom, about the year 1819, had acquired an interest in the above lands, to wit: lots 2, 3, 86, and 87, then owned by the Port Lawrence Company,) with others, whose names are as yet to your orator unknown, for the purpose of cheating your orator and the other members of the Piatt Company out of their entire interest and claims to the aforesaid lands, situate within the said reserve of twelve miles square, &c.; that is to say, of their moiety in the said lands of the Port Lawrence Company, and of the said five quarter-sections, the equitable title to the whole whereof they held in their own right. And in pursuance of said fraudulent combination and confederacy, the said Martin Baum, as agent for the Port Lawrence Land Company, under the false pretence that the said Oliver had refunded, at the request of the company, to purchasers of lots in Port Lawrence, the title of which had been relinquished to the United States at Cincinnati, September 10, 1822, gave to the said Oliver a certificate, in substance as follows: "It is hereby certified that there is due William Oliver from the Port Lawrence Company two hundred and thirteen dollars and 7 [cents,] which said Oliver refunded, by request of the company, to the purchasers of lots in Port Lawrence, the title of which has been relinquished to the United States by the company, it being the amount due on the shares originally owned by John H. Piatt, Robert Piatt, G. A. Worth, and William Worthington."

Your orator does not know whether the said Oliver ever refunded any, and if any, what sums, and to whom, for purchases of lots in Port Lawrence; but your orator avers, that whenever requested, said Oliver to refund any such moneys, and he does believe, from information, that no such request was ever made to him by said Port Lawrence Company, or by a majority of the individuals composing that company, or by the Piatt Company.

Your orator further avers, that at the time that certificate was given, and for a long time prior, and subsequent thereto, the said William Oliver, and one or both of the personal representatives of the said John H. Piatt, deceased, resided in the now city of Cincinnati, in Hamilton county, and that your orator resided on the bank of the Ohio river, at the East Bend, in Boon county, Kentucky, not more than thirty by land, and forty-two miles by water from the now city of Cincinnati; that your orator's place of resi-

dence was well known to the said Oliver and Baum, who knew your orator to be a man of property, well able and willing to pay his just debts; that about that time, and prior, and long subsequently thereto, your orator was, during some part of nearly every week, in Cincinnati, in company of said Baum and Oliver, or one of them; and that neither the said Baum, nor Oliver, during that whole period, ever gave to your orator the slightest information that any such certificate, as that in substance stated above, had ever been given, nor had your orator any knowledge that any such certificate had been given, until at the period hereafter mentioned; said certificate was never presented to your orator for acceptance, or otherwise.

And your orator further avers that he was, and has always been, able and willing to pay his just quota of any just claim due by the Port Lawrence Company, on a just and fair settlement of accounts being made by the said trustee and agents.

Your orator, however, received from said Oliver, sometime in the year 1823, a letter, a copy of which is herewith filed, marked R. That instead of presenting said certificate to your orator, for your orator's acceptance or rejection, said William Oliver, under the false pretence that the aforesaid tracts of land, to wit: the southwest quarter of section No. 2, township No. 3, and the northwest and southwest quarters of section No. three, in township No. three, all within the United States reservation of twelve miles square, at the foot of Miami rapids, lay within the legal constitutional limits of Monroe county, in the Territory of Michigan, and consequently within the legal and constitutional jurisdiction of the courts of record of that county and Territory, (whereas your orator avers that each of said quarter-sections lies within the legal constitutional limits of the State of Ohio, and within the jurisdiction of this court,) on or about the 7th day of October, 1825, on the aforesaid certificate, sued out of the clerk's office of Monroe county, in the said Territory of Michigan, in his own name, as plaintiff against a certain Martin Baum, John H. Piatt, deceased, Robert Piatt, *George* A. Worth, William M. Worthington, defendants, as late joint partners, and all residing out of said Territory, a certain writ of attachment, which said writ was made returnable to the 4th Monday of said month of October, was endorsed by the clerk, that the action was brought to recover the sum of $213 07, with interest from the 10th of September, 1822, and was returned by the officer to whom the same was directed; that in virtue of said writ, he had, in presence of, &c., attached the said southwest quarter of section two, in township three, and the northwest quarter of section three, in township three, and southwest quarters of section three, &c., as from said returns appear; that such proceedings were afterwards had, under and in virtue of said writ of attachment; that judgment was entered thereon, and in virtue thereof said three quarter-sections were exposed to sale, and purchased in the name of a certain

Charles Noble, who received a conveyance therefor, as from a certified copy of the record of the judgment and proceedings in said cause, herewith filed, marked F, reference being thereto had, will more fully and at large appear.

The purchase and conveyance of said three quarter-sections of land, although made and taken in the name of the said Charles Noble, was made and taken for the use and benefit of the said William Oliver and his said confederates, and were accordingly afterwards conveyed to the said William Oliver. And for the purpose of carrying out said fraudulent designs of the said confederates, the said William Oliver obtained from the said Martin Baum, the trustee, assignments of the said certificates of purchase, and finally patents thereupon from the President of the United States, and thereafter set up claim to hold the said three quarter-sections in his own right, discharged of said trusts, as your orator has been informed, believes, and so charges.

And your orator avers, that as advised, said certificate of indebtedness of the Piatt Company to the said William Oliver, granted by the said Martin Baum, as agent for the Port Lawrence Land Company, rested upon no solid base; that said Piatt Company, nor Port Lawrence Company, had never requested said Oliver to refund to purchasers of lots in Port Lawrence, the title of which had been relinquished to the United States by the company; that no settlement of the accounts of the Port Lawrence Company had ever been made, and any balance ascertained to be due to the said Oliver by the said Baum or Port Lawrence Company, as due by the Piatt Company.

That said certificate of indebtedness never was presented and accepted or rejected. That said certificate did not constitute a valid claim on which to maintain an action at law against the said Martin Baum and the surviving members of the Piatt Company. That if the said certificate of indebtedness did constitute a valid claim, on which to maintain a suit at law against the said Baum and the surviving members of the Piatt Company, the county court of Monroe county, in the Territory of Michigan, had no legal constitutional jurisdiction over the case, as neither the said three quarter-sections attached, nor the defendants in the cause, were within the legal constitutional limits of said jurisdiction. That the whole proceedings in said attachment are and were, coram non judice, null and void. That if said certificate of indebtedness did lay a legal foundation on which to maintain an action against said Baum, and the surviving partners of the Piatt Company, and the county court of Monroe county had jurisdiction over the case, the said proceedings in attachment are, and were, fraudulent and void. That if said certificate of indebtedness did authorize the institution and maintenance of a suit by the said William Oliver, plaintiff, against the said Robert Piatt, George A. Worth, William M. Worthington, survivors of Martin Baum, John H. Piatt, deceased,

Robert Piatt, George A. Worth, William M. Worthington, defendants, that the deed of conveyance for the said three quarter-sections of land obtained under pretence of said proceedings in attachment, by the said Charles Noble, and the deed of conveyance executed by him to the said William Oliver, were, and are, null and void, and transferred no title.

That the assignments made by the said Martin Baum, trustee, as aforesaid, to the said William Oliver, of the said three quarter-sections of land, were fraudulently made and obtained, and in violation of the trust and confidence reposed in said trustee by the said John H. Piatt, William M. Worthington, and Gorham A. Worth. That the said William Oliver, at and prior to the time he received said assignments, knew that the complete equitable titles to said three quarters of land were vested in your orator, and the legal representatives of the said John H. Piatt, deceased, William M. Worthington, and Gorham A. Worth. That the patents afterwards granted to him for said three quarter-sections of land, were obtained by him through fraud, and that the legal title to said lands were held by him, as trustee, in trust for your orator and the legal representatives of the said John H. Piatt, Gorham A. Worth, and William M. Worthington, or their assignees; which trusts he, the said William Oliver, has, and still refuses to execute.

Your orator further shows, that the said Martin Baum, as trustee, as aforesaid, in violation of the trust and confidence reposed in him, also fraudulently assigned, transferred, and set over to the said William Oliver the said southeast quarter of section No. 3, in township No. 3, within the said reserve of twelve miles square, &c.; he, the said Oliver, at and prior to the execution and delivery of said assignment, having perfect notice and knowledge that the complete equitable title to said quarter-section of land was vested in your orator, and the said William M. Worthington, Gorham A. Worth, and the legal representatives of the said John H. Piatt, deceased, in virtue of which said fraudulent assignment, he, the said William Oliver, afterwards obtained a patent from the United States, the legal title to which said quarter-section he, the said William Oliver, held as trustee, in trust for your orator and the said legal representatives of the said John H. Piatt, deceased, William M. Worthington, and Gorham A. Worth.

Your orator further shows, that since the decease of the said Martin Baum, as hereafter mentioned, a patent has been granted to his daughter, Mary P. Ewing, wife of Alexander H. Ewing, as one of the heirs at law of him, the said Martin Baum, for the said northwest quarter of section No. 2, in town. No. 3, of said reserve of 12 miles square, &c., the legal title to which said quarter-section is now held by her, the said Mary P. Ewing, and her husband, the said Alexander H. Ewing, as trustee, in trust for your orator and the said William M. Worthington, Gorham A. Worth, and the legal representatives of the said John H. Piatt, deceased.

Your orator further shows, that during the session of Congress 1821 and 1822, the precise date not recollected by your orator, the said Martin Baum, trustee, as aforesaid, caused to be presented to Congress a petition, a copy of which is herewith filed, marked G, praying, for the reasons therein stated, an immediate sale of said lots Nos. 1 and 2, so as to give him an opportunity to repurchase them at a fair price, and thus enable him to fulfil his engagements to those who had purchased of him, or grant him such other relief as Congress in their wisdom might deem just and equitable. And on or about the 25th of December, 1822, and on or about the sixth February, 1823, the said Martin Baum, trustee, as aforesaid, transmitted to the honorable Ethan A. Brown, then a Senator from this State in the Congress of the United States, letters requesting the exertion of his aid and influence in obtaining the relief asked.

In these letters the said Baum acknowledges that others, to wit, the Baum and Piatt Companies, were interested with him in said land, purchased as aforesaid; and that the tracts stood in his name, in order to render it more convenient to sell and convey.

Your orator herewith files copies of said letters, marked H and I, and will, together with a copy of said petition, signed by the said Martin Baum, be produced as evidence on the hearing.

Your orator further shows, that afterwards, in the year 1827, the President of the United States directed a sale of the public lands at Delaware, in this State, including among the same the said tracts one and two, and at the time of sale and place your orator and Martin Baum, trustee, appeared and were ready to purchase said lands, and offered to bid for the same, and would have purchased the same, according to the understanding of the parties aforesaid. But on the day of sale the person authorized to make sale of said lands stated that the Secretary of the Treasury, or the Commissioner of the General Land Office [and your orator does not recollect which] had ordered him not to offer said tracts for sale, and the same were not sold.

Your orator further shows, that said tracts of land are situated in Lucas county, in this State, adjoining the south boundary of the now State of Michigan, and on lands over which the Territory of Michigan once pretended to exercise occasional jurisdiction; and under the claim made that said lands were within the Territory of Michigan, the trustees of the University of Michigan Territory, who were authorized to select within said Territory a quantity of public lands for the benefit of that institution, by act of Congress, selected and claimed said tracts one and two.

Your orator further shows, that immediately after the selection was made, as aforesaid, the said Martin Baum, as trustee, as aforesaid, as your orator has been informed and believes, for the benefit of your orator and the other parties so interested, as aforesaid, remonstrated against the injustice of permitting such selections to stand, and finally authorized said William Oliver, as agent of the

parties interested, as aforesaid, to open a negotiation with the trustees of Michigan University, for the purpose of exchanging said lands for other lands. This negotiation terminated in an agreement to make the exchange, provided Congress would authorize them so to do.

Your orator further shows that, on the petition of the said Martin Baum, as trustee aforesaid, an act of Congress was passed authorizing the exchange, which was approved 13th January, 1830; and the said trustees of the University of Michigan Territory did accordingly, on the 7th day of February, 1831, relinquish, or transfer, to the said William Oliver, as assignee of Martin Baum, trustee, their right in said lands. And on the 14th March, 1831, the said William Oliver, while acting as agent of your orator, and said Baum and others, and as assignee of said Baum, trustee as aforesaid, received patents for said tracts of land one and two from the United States, in his own name; a copy of which patent is hereto attached, marked J.

Your orator further shows, that said Oliver transferred to the said University of Michigan Territory, in exchange for said lots 1 and 2, said tracts three and four, except ten acres reserved out of the northeast part of said tract, and also the southwest quarter of section 2, township 3; also the north and southwest quarters of section 3, township 3, of the property so purchased by your orator, and said Worthington, Worth & Piatt, as before mentioned.

Your orator further charges that said Oliver, in receiving said patents, and making said arrangements with the trustees of the Michigan University, was acting as the agent of Martin Baum, as trustee of your orator and the other parties before named, and now holds the said lands, or such parts thereof as he has not conveyed as trustee for your orator and the other parties interested as aforesaid.

Your orator further shows that he has been informed, and so charges, said William Oliver has lately purchased the lands which he assigned to the said University of Michigan Territory; and your orator charges that, as said Oliver has never yet settled up his agency, he ought to be charged as a trustee of the lands so purchased of said University of Michigan Territory, as well as the other lands above mentioned.

Your orator further shows that said Baum, as trustee, and Oliver, as agent, in violation of the trust and confidence reposed in them by the Port Lawrence Company, sold to themselves, and B. F. Stickney, the following in-lots in the said town of Port Lawrence, to wit: lots Nos. 5, 22, 25, 26, 81, 104, 139, 223, 224, 272, 340, 372, 390, 399, and 400, on which they erected improvements, as your orator believes and charges, with the moneys received by them on the sales of other lots in said town; none of the proceeds of any of said lots having ever been accounted for with your orator, as aforesaid. And the said Martin Baum, as trustee, also in violation

of his trust, sold and conveyed to Joseph Tromly 30 acres, and to Joseph Prentis 30 acres, parts of said lot No. 86.

Your orator further shows that, on or about the 27th day of August, 1823, the said Martin Baum, trustee, and William Oliver, agent, in order to carry out their fraudulent designs, as aforesaid, came to a conclusion that their fraudulent designs in the premises could the more readily be concealed from the light of day, by the said Baum admitting that he had borrowed large sums of money from the said Oliver, in order to refund the money paid the company for lots sold, and for their improvements and damages, or that said moneys at his, said Baum's, request, had been paid to said purchasers of lots by the said Oliver; and accordingly, in order to secure to the said Oliver the money so borrowed, or applied in payment, that he, the said Baum, should execute to him, the said Oliver, a mortgage for the said lot No. 3 on the west side, and lots Nos. 86 and 87 on the east side of the Miami river, except the sixty acres which had been previously sold to Fromly and Prentis, as aforesaid. And the said Martin Baum, under a false and fraudulent pretence that one thousand eight hundred and thirty-five dollars and forty-seven cents was then due to the said William Oliver from said Martin Baum and his associates, in the purchase of said property, with interest thereon from the first day of September, 1823, did, on the said 27th day of August, 1823, execute and deliver, in due form, a mortgage of the above lots and premises to the said William Oliver, with a proviso, or condition, thereto annexed, that the same should cease and be void on payment of the above sum, with interest, by the first day of January, 1824, as from said mortgage, a copy of which is herewith filed, marked J J, will more at large appear.

And your orator avers that no power or authority, as he verily believes, was ever given to the said Martin Baum, trustee as aforesaid, by the said Port Lawrence or Piatt companies, to sell, mortgage, or in any other manner convey any of the lots of land above mentioned, except lots No. 1 and 3, on which it was agreed to lay out the said town of Port Lawrence aforesaid; and that said mortgage was executed by said trustee, and accepted by the said agent, with perfect notice and knowledge that the same was made in violation of the trust and confidence reposed in them by the said Port Lawrence Company. That, for the purpose of carrying out their fraudulent designs, a suit in chancery was instituted on said mortgage, in the supreme court of the Territory of Michigan, about the 13th of October, 1825, by the said William Oliver, complainant, against the said Martin Baum, defendant, no one of the said cestui que trusts being made parties to that suit; and such proceedings were afterwards had in said suit, that a final decree, in favor of the complainant, was rendered. In virtue whereof, about the 1st September, 1828, the said lots and premises named in said mortgage were sold to the said complainant for the sum of $618 56; and on

the same day the said lots of land were conveyed to the said William Oliver, by Charles W. Whipple, assistant register of the said supreme court of the Territory of Michigan, sitting as a court of chancery, as from an abstract of the record and proceedings of said suit in chancery, duly certified by J. Winder, clerk of said supreme court, marked K, and a copy of said deed of conveyance, marked L, herewith filed, reference being thereto had, will more fully and at large appear. That the said William Oliver afterwards obtained from the United States patents for said lots Nos. three and four, eighty-six, and eighty-seven, as assignee of the said Martin Baum, trustee as aforesaid.

And your orator avers that said mortgage was fraudulent and void, as respects the interest of the Port Lawrence and Piatt companies aforesaid; that the said proceedings and decree in the said supreme court in chancery, on the said mortgage, are, and were, coram non judice, fraudulent and void; that the conveyance to him, the said William Oliver, in pursuance of said proceedings and decree, by the said Charles W. Whipple, assistant register of the said supreme court of the Territory of Michigan, &c., vested in said William Oliver no interest, or title whatsoever, to the lots or premises in question, or any one or more of them; and that the legal titles he has acquired from the United States, in virtue of said patents for said lots, are held by him as trustee, in trust for the parties in interest, as aforesaid.

Your orator further charges that he has been informed, and believes, that the said William Oliver, and Eliza Oliver his wife, on the 1st September, 1832, conveyed to the said Micajah T. Williams an equal undivided half of ten acres of land, part of tract No. three, adjoining the town of Port Lawrence, reserved to the said William Oliver in exchange of lands with the trustees of the University of Michigan, within the said twelve-miles reservation, &c.; that, on the 23d day of May, 1834, they also conveyed to said Williams one equal undivided half part of the following described tracts of land, situated on the Miami river of Lake Erie, opposite, and near, the mouth of Swan creek, to wit: tracts numbered eighty-six and eighty-seven, (except sixty acres off the upper end of tract number eighty-six, sold by Martin Baum to Joseph Prentiss and Joseph Fromly, &c.;) and that, on the day of November, in the year A. D. one thousand eight hundred and , they, in like manner, conveyed to the said Williams all of one equal undivided one-half of tracts of land numbered one and two, situated within the twelve-miles reservation, at the foot of the rapids of Miami of Lake Erie, on which Port Lawrence is laid out; together with like interest in all sales, improvements, &c., as from copies of said deeds filed as exhibits to the answer of M. T. Williams, marked A, B, and C, reference being thereto had, will more at large appear.

And your orator avers that the said Williams, at, and long prior to the times he had received said separate deeds of conveyance,

had perfect notice and knowledge that your orator, and the other members of the said Port Lawrence Company, or their assignees, were invested with perfect equitable titles to said lands; that he received said conveyances as a trustee, in trust for said company, which trust he has refused to execute.

Your orator avers, that he had no notice or knowledge of the execution and delivering of the aforesaid mortgage, by Martin Baum, trustee, to the said William Oliver, the agent as aforesaid—of the proceedings in chancery on said mortgage, and sale and conveyance made under it, until after patents had been obtained for said lands by the said William Oliver as aforesaid, except a letter which your orator received from said Baum, some time in the winter of 1824, enclosing an account made out by him as against the Port Lawrence Company—which letter bears date, Cincinnati, 31st January, 1824, and in which letter he proposed to purchase out your orator's interest in said Port Lawrence Company—can be construed as communicating to your orator such information and notice. Your orator charges the account enclosed in said letter to be fraudulent, as appears from the face of the account itself, and from the attendant circumstances. Your orator herewith files a copy of said letter P, and of said account marked Q, and will produce the originals as evidence on the hearing; and he prays that all the exhibits filed, or referred to in this bill, be taken and considered as parts hereof.

Your orator further shows, that the said William Oliver and said Micajah T. Williams, as your orator has been informed and believes, and so charges, in some short time after obtaining the patents and conveyance aforesaid, without consulting with your orator and others interested as aforesaid, in order further to aid in covering up and concealing their fraudulent designs, changed the name of said town, by substituting the name of Toledo in lieu thereof, and laid out and exposed to sale, and sold sundry in and out-lots on said lots number three and four, and also sold numerous lots laid out as aforesaid on said lots Nos. one and two, and on such their sales have received divers and large sums of money, which they have retained to their own use, and of which they refuse either to account with or pay over to your orator his just proportion. And your orator did well hope said Oliver and Williams would not have attempted to hold said lands so standing in their respective names, in any other characters than as trustees as aforesaid; but your orator has been informed that said Oliver and Williams now pretend, and give out in speeches, that they hold said lands in their own individual right respectively, and that your orator and his other copartners, and their assignees, have no right, title, interest, in or to said premises.

Your orator further shows, that said Oliver and Williams are threatening to sell the residue of the several tracts of land and premises above described, to keep the proceeds thereof, and refuse

to account for any of the moneys heretofore received by them, or either of them, on the parts of said land heretofore sold by them, or either of them, and refuse to recognise your orator as being in any ways interested in said lands.

Your orator further shows, that the said John H. Piatt died intestate in 1822, without children, leaving Benjamin M. Piatt, Abraham S. Piatt, Hannah C. Grandin, (late Piatt,) intermarried with Philip Grandin, Frances Dunn, (late Piatt,) intermarried with Isaac Dunn, his only brothers and sisters, and sole heirs at law him surviving; and that administration on the estate of John H. Piatt was, by the honorable the court of common pleas of Hamilton county, in the State of Ohio, aforesaid, granted to the said Benjamin M. Piatt and a certain Nicholas Longworth. And your orator has heard, believes, and so charges, that the said Abraham S. Piatt, and the said Isaac Dunn and Frances Dunn his wife, are not inhabitants of the State of Ohio aforesaid, or found within the district of Ohio aforesaid, and jurisdiction of this honorable court.

Your orator further shows, that the said Martin Baum died intestate, leaving the following children his sole heirs at law him surviving, viz: Jacob Baum, David C. Baum, Mary P. Ewing, late Mary P. Baum, intermarried with Alexander H. Ewing, of full age, and Kershner Baum and Ellen Baum, infants under the age of twenty-one and eighteen years respectively.

Your orator further shows, that he has heard, and believes, that the said Jacob Burnet has transferred one-half of his interest in the said Port Lawrence land purchases to the said Mary P. Ewing, wife of the said Alexander H. Ewing, and the other half to a certain John Rowan, who has since assigned the same to the said Alexander H. Ewing. And he further charges, that the said Rowan is not an inhabitant of the State of Ohio, or found within the district of Ohio aforesaid, and jurisdiction of this honorable court.

Your orator further shows, that the said William C. Schenck died intestate, leaving the following children, to wit: Sarah R. Smith, (late Schenck,) intermarried with Egbert T. Smith, James F. Schenck, Robert C. Schenck, Mordhull S. Schenck, William R. Schenck, and Egbert T. Schenck, (a minor,) his sole heirs at law him surviving; and that the said William R. Schenck, since the decease of his father, died intestate, leaving two children, to wit: Elizabeth Schenck and James F. Schenck, jun'r, who are minors, his sole heirs at law him surviving; but before he, the said William C. Schenck, died, your orator has been informed and believes, he transferred all his interest in said premises to a certain William Steele, who transferred the same to the said Alexander H. Ewing. Your orator has also been informed, and so charges, that the said William Steele also died intestate, (being at the time of his death a citizen of, and resident in, the State of Kentucky,) leaving heirs and legal representatives, no one of whom is an inhabitant of the State of Ohio, or found within the said district of Ohio aforesaid, and within the jurisdiction of this court.

Your orator further shows, that the said Jesse Hunt died intestate, leaving one child, his sole and only heir at law him surviving, to wit: Jane Pendleton, late Jane Hunt, intermarried with Nathaniel S. Pendleton, and that the said Jane Pendleton has recently died intestate, leaving the following children, to wit: Susan Louisa Pendleton, Martha Pendleton, George Hunt Pendleton, Elliot Hunt Pendleton, Ann Pierce Pendleton, and Nathaniel Pendleton, her sole heirs at law; all of whom are still minors of tender years, and Nathaniel S. Pendleton, her late husband, her surviving.

Your orator further shows, that the said William Barr died intestate, leaving the following children, his sole heirs at law him surviving, to wit: Margaret Vanhorn (late Barr), intermarried with William J. Vanhorn, Susan Spencer (late Barr), intermarried with John Spencer, Ellen Finley (late Barr), intermarried with Alexander Finley, Mary Barr, *Lunatic* Barr, William W. Barr, and David M. Barr, the three latter named being still in their minority; but your orator has been informed that previous to his death, he, the said William Barr, assigned all his interest in the land premises in question to the said Alexander H. Ewing.

And your orator further shows, that the said Alexander Finley and Ellen Finley his wife, one of the heirs of the said William Barr, deceased, and Mordhull S. Schenck, one of the heirs of William C. Schenck, deceased, are not residents of the State of Ohio, or found within the said district of Ohio, and within the jurisdiction of this court.

Your orator further shows, that the said Andrew Mack is not a resident of the State of Ohio, or found within said district of Ohio, and jurisdiction of this honorable court, and that your orator has been informed and believes the said Andrew Mack has assigned, transferred, and set over to the said Alexander H. Ewing all his interest of, in, and to the said lands and premises in question.

Your orator further shows, that the said William M. Worthington is not a resident of the State of Ohio, or found within said district of Ohio, and jurisdiction of this honorable court, and that your orator has been informed and believes the said William M. Worthington sold and transferred one-half of said lands and premises to a certain Israel T. Canby, who is not a resident in the said State of Ohio, or found within the said district of Ohio, and jurisdiction of this honorable court, and that the said Israel T. Canby has sold and transferred the said one-half of the said lands and premises so sold and transferred to him as aforesaid, to a certain John G. Worthington, and that the said William M. Worthington has sold and transferred the remaining half of his interest in said land and premises to the said John G. Worthington.

And your orator further shows, that the said Gorham A. Worth is not a resident in the said State of Ohio, or found within the said district of Ohio, and jurisdiction of this court, and that your orator

has been informed and believes the said Gorham A. Worth sold and assigned all his interest in said lands and premises in question to the said Alexander H. Ewing.

Your orator further shows, that he executed and delivered to the said Philip Grandin an agreement in writing, of which the following is a copy, to wit: "I own an undivided fourth part of one-half of the following lots or tracts of land lately sold by the United States within the reserve, at or near the rapids of the Miami of the Lake, numbered as follows, to wit: No. one, two, three, four, eighty-six, and eighty-seven, containing nine hundred and seventy-two acres; and also, one-fourth part of five quarter-sections, near the above numbered lots, containing eight hundred acres. I agree that Philip Grandin, of Cincinnati, shall be equally concerned with me in the above several parts or shares of the aforesaid described lots or tracts of land, he paying an equal part of the costs and all expenses.

"Witness my hand and seal, this 7th day of October, 1817.

ROBERT PIATT. [L. S.]

Teste: BENJAMIN M. PIATT."

On the back of said agreement are endorsed the following receipt and assignment, to wit: "Received on the within four hundred and twenty-eight dollars and ten cents from Philip Grandin, 7th Oct., 1817. ROBT. PIATT."

And "For value received, I do hereby transfer and assign to A. H. Ewing all my right and claim to the within described lands, and all rights and interests acquired by me in consequence of the within transfer, without any recourse on me in any event whatsoever.

"Witness my hand and seal, this 9th day of January, 1836.

P. GRANDIN. [L. S.]"

But your orator avers, that although he did sign and deliver said agreement and receipt, that the said Philip Grandin or his assignee has never paid all or any of the expenses referred to and provided for in said agreement, as in equity and good conscience ought to have been done, yet your orator is still content that the said A. H. Ewing, as assignee of the said P. Grandin, shall have the full benefit of said agreement, on his paying to your orator an equal part of all the expenses as specified in said agreement, with the interest which has accrued thereon, and which may hereafter accrue.

Your orator further shows, that all of said lands and premises are now held and claimed by your orator and said William Oliver, Micajah T. Williams, Alexander H. Ewing, and Mary P. Ewing, Jacob Baum, David C. Baum, Kershner Baum, Ellen Baum, Benjamin M. Piatt, Philip Grandin, and Hannah C. his wife, and Isaac Dunn, and Frances his wife, Abraham S. Piatt, and John G.

Worthington, all of whom are inhabitants and citizens of the State of Ohio, except the said Isaac Dunn, and Frances his wife, and Abraham S. Piatt, who are not inhabitants of the State of Ohio, or found within the said district of Ohio, and jurisdiction of this honorable court, and all of whom (except the said Isaac Dunn, and Frances his wife, and Abraham S. Piatt) your orator makes defendants to this his bill of complaint.

Your orator also makes Nicholas Longworth and Benjamin M. Piatt, as administrators of said John H. Piatt, deceased, and Samuel Perry, administrator of said Martin Baum, deceased, who are also residents and citizens of the State of Ohio, defendants to this his bill. And for the purpose of a discovery from them respectively, whether he, or they, or their respective ancestors, has or have not transferred his or their interest in the lands and premises in question, as herein before set forth, or to some other person or persons, and to whom?

Your orator also makes the following persons, to wit: the said Jacob Burnet, Sarah R. Smith, and Egbert T. Smith her husband, James F. Schenck, Robert C. Schenck, Egbert T. S. Schenck, Elizabeth Schenck, James F. Schenck, jun., and as administrator of the said William C. Schenck, deceased, Margaret Van Horn, and William J. Van Horn her husband, Susan Spencer, and John Spencer her husband, Mary Barr, a lunatic, William W. Barr, David M. Barr, and William J. Van Horn, as administrator of the said William Barr, deceased, Susan Louisa Pendleton, Martha Pendleton, George Hunt Pendleton, Elliott Hunt Pendleton, Ann Pierce Pendleton, Nathaniel Pendleton, and the said Nathaniel S. Pendleton, late husband of the said Jane Pendleton, deceased, all of whom are also inhabitants of and citizens of the State of Ohio, parties, defendants to this bill of complaint in this behalf.

Your orator further shows, and charges, that said defendants, William Oliver and Micajah T. Williams, as your orator is informed and believes, are acting with a sole view of benefitting themselves, at the expense of your orator and the other co-proprietors; that the said Oliver, and the said Martin Baum in his lifetime, and his said heirs since his decease, have each disregarded and violated the trust reposed in them, respectively, by the proprietors, as herein before charged; and your orator is afraid that, unless said Oliver and Williams are enjoined any further sales, or transferring any more of said land, and from receiving any further sums due from any purchasers of said property, or any part thereof, they, said Oliver and Williams, will dispose of said lands and premises, and thus injure your orator.

Your orator therefore prays that said parties, defendants, may severally full, true, and perfect answers, under oath, make to all and singular the matters aforesaid, as fully and particularly as if the same were herein again repeated in form of interrogatories to

be answered unto. That said Oliver, Micajah T. Williams, and the said legal representatives of the said Martin Baum, deceased, respectively state to whom he or they has, or have, at any time, sold, transferred, or deeded, any portion of the premises aforesaid; and also state the name of the person to whom he or they has, or have, sold; the prices received, and to be received therefor; when the same was received, and by whom. That they respectively state and set forth the names of all persons with whom he or they has, or have made, or caused to be made, any contracts for the sale or disposition of said lands, or any part thereof. If such contracts are in writing, that they respectively set forth copies thereof; and also all notes, single bills, bills of exchange, bonds, and obligations, or other evidences of debt, received on account of such contracts, or on account of any part or portion of said lands. That they respectively render a just and true account of all their proceedings, and that of the deceased Martin Baum, touching the premises as trustee and agents aforesaid.

And your orator also prays a writ of injunction to be allowed, enjoining the said William Oliver, Micajah T. Williams, and all other parties defendants hereto, from making any further sales, or contracts for the sale of any part of said premises, and also from making, signing, and delivering, any deed of said lands, or any part thereof; also from transferring, or disposing of any notes, bonds, bills of exchange, or other evidence of debts, the consideration of which, or any part thereof, had its origin in sales of said lands, or any part thereof, until the further order of this court.

Your orator also prays that a receiver be appointed to take charge of the companies' property, and of the notes, bonds, bills, debts due, and money on hand; that an account of the money received by said Baum, Oliver, Williams, or either of them, on account of the sales of said lands, or any particular part thereof, be taken, and your orator's proportion thereof, after all just and proper credits allowed, be paid over to him; that the said William Oliver, Micajah T. Williams, Alexander H. Ewing, and Mary P. Ewing his wife, and any other person who may appear to hold any portion of the legal title to said lands, or any part thereof, may be declared to hold the same in trust, for the benefit of your orator and the other parties entitled thereto; that your orator's just proportion of said lands and premises be aparted, set off, and assigned to him by metes and bounds; and that it be ordered, adjudged, and decreed, that said defendants, by a proper deed or deeds of conveyance, to be prepared at the proper costs and charges of your orator, convey to your orator, his heirs, and assigns, forever, the lands and premises so prayed to be set off and aparted to him as aforesaid; to hold the same to your orator, his heirs, and assigns, in severalty. That said Oliver, Williams, and the heirs of said decedent Baum, be compelled by your decree to assign, transfer, and set over to your orator, your orator's just proportion of the bonds, notes, single bills, bills

of exchange, or other evidences of debts, the consideration of which, or of any part thereof, had its origin in sales of said lands, or any part thereof; and that such other and further relief may be decreed as shall seem proper, just, and equitable. Your orator also prays process of subpœna to the said defendants, directed, &c., commanding, &c.; and your orator, as bound, will pray, &c.

THOMAS SCOTT,
*Solicitor for complainant.*

STATE OF OHIO, *Franklin county, ss:*

Be it remembered, that, on the eighth day of July, A. D. 1839, Robert Piatt, the complainant named in the foregoing amended bill of complaint, personally appeared before the undersigned, judge of the seventh circuit court of the United States, district of Ohio, and made oath, that the facts set forth in the foregoing bill, so far as stated from his own knowledge, are true; and so far as stated from the information of others, he believes the same to be true.

In testimony whereof, I have hereunto set my hand and seal, the day and year aforesaid.

Exhibits referred to in the foregoing amended bill.

*Exhibit A.*

CINCINNATI, *June 23d*, 1817.

DEAR SIR: Agreeably to our arrangements, we herewith send you, by Mr. Demint, *four hundred dollars*, in notes of the United States bank, to make the first payment on the lots of land you may purchase for our mutual benefit at *Fort Meigs* and Sandusky. In making those purchases, you must necessarily be governed by your own judgment. You have seen the lands; you have heard all that can be said on the subject of their value; and from the information you must have obtained, you are the best capable of judging as to the probable settlement of the places, and their future prospects. In your selections it would not, perhaps, be advisable to confine yourself to the *town lots;* the out-lots of the *land is good*, [and] will probably be the most valuable, and the easiest to dispose of. As to the prices, you must judge for yourself; we cannot pretend to limit or instruct you. You must fix a sum in your own mind to which you are willing to go, and to that you must adhere. Our object is to make money—we buy to sell again; the probable value of the land three or four years hence, is what you have to consider and judge of. If, in your opinion, it is run up too high, let *others* purchase; but if you should think great bargains are offered *beyond* the amount of your funds, you are at liberty to draw on us at sight for an additional sum not exceeding $2,000. Let the certificates of the purchases be made out in *our joint names*—William M. Worthington, Robert Piatt, John H. Piatt, and Gorham A. Worth. We have only to add, that we place great confidence in your judgment

and ability; that we wish you good luck in your selection, satisfaction in your purchases, and a safe and speedy return.

W. M. WORTHINGTON,
JOHN H. PIATT,
G. A. WORTH.

P. S. To be too timid is [as] great a misfortune as to be too rash.

W.

To Major ROBERT PIATT.

*Exhibit S.*

We, the undersigned, agree, on behalf of the companies we represent, to wit: William C. Schenck, of Warren county, Ohio, and William Oliver, of Cincinnati, Ohio, for themselves, and for Jacob Burnet, Martin Baum, Jesse Hunt, William Barr, and Andrew Mack, all of Hamilton county, Ohio; and Robert Piatt, of Boon county, Kentucky, for himself, and for William M. Worthington, John H. Piatt, and Gorham A. Worth, all of Hamilton county, Ohio, to purchase at the public sales, in July, 1817, at Wooster, lots numbered 1, 2, 3, and 4, at, and including, the mouth of Swan creek, in township No. 3, in the United States reserve, at the foot of the rapids of the Miami of the Lakes, for the joint benefit of both companies; that is, one company to have one-half interest in the whole, and the other company to have the other half; each company paying one-half of the purchase money. It is further agreed that Robert Piatt, in behalf of his company and the company of Schenck and Oliver, shall be the bidder for lots Nos. 1 and 2, and William Oliver for lots Nos. 3 and 4, they being the above four lots at the mouth of Swan creek.

In witness whereof, the parties have hereunto interchangeably set their hands and seals, this 17th day of July, 1817.

W. C. SCHENCK, [L. S.]
WILLIAM OLIVER, [L. S.]
ROBERT PIATT. [L. S.]

*Exhibit T.*

The undersigned have agreed to purchase, for the joint benefit of their companies, lots or tracts of land numbered eighty-six and eighty-seven, opposite the mouth of Swan creek, on the same principles that lots numbered 1, 2, 3, and 4, at the mouth of Swan creek, were purchased, as per agreement between William C. Schenck and William Oliver, for themselves and others, and Robert Piatt, for himself and others, bearing date 17th July, 1817.

ROBERT PIATT, [SEAL.]
WILLIAM OLIVER. [SEAL.]

*Exhibit A A.*

CINCINNATI, 14*th August*, 1817.

DEAR SIR: As agent for the proprietors of the land recently purchased at Swan creek, you will, immediately on the receipt of these

instructions, proceed to that place, and commence the laying off a town. General Schenck, who accompanies you, will assist in the survey of the ground, in determining the site, and in the arrangement and formation of the plat. In running the streets, and in the division of the lots, it is *not* the wish of the proprietors that interest or convenience should be sacrificed to form; that the growth of the place should be retarded by any useless adherence to any particular figure, or to any fanciful uniformity of squares. The number of lots to be laid off may be from *three* to *five* hundred, and with the exception of water lots and fractional sections, of about 60 feet in front and 120 in depth. The principal or central street should be at least 160 feet wide; others from 80 to a hundred; the alleys from twelve to fifteen. Let there be three lots, each of 120 feet square, set off for public uses, churches, schools, &c., and one of 240 feet square for courthouse and jail. There should also be reserved one or two suitable lots out of the town for burying grounds. It is not, however, the intention of the proprietors to tie the agent down to any specific number of feet and inches in the width of the streets or size of the lots, but they leave to him the exercise of his own judgment, and recommend to him the use of that *sound* discretion which his better knowledge of the ground, and his practical information, will enable him to display to the interest and advantage of all concerned.

As soon as the surveys have been made, and a plat of the town formed, it is necessary that a copy of them should be immediately forwarded to the proprietors, as also a notice of the *time of sale*, which, if practicable, should correspond with the time of holding the treaty with the Indians; and on this subject it is necessary that the agent should obtain the earliest information. In the disposition and arrangements of the lots for sale, let one-third of the whole number taken, in different sections of the town, be reserved for the use and benefit of the proprietors or for future disposal.

The *terms of sale* are *one-fourth down*, and the residue in three equal annual instalments, with interest from date. If not punctually paid—subject, however, to such variations as the judgment of the agent may dictate, or *particular* circumstances may require—an immediate correspondence is to be opened by the agent with Martin Baum, esq., of this city, who will act as trustee for the proprietors, and any information given to him, in relation to the business of the agency, the sale of the lots, and the progress of the town, that may be thought of any consequence to the interests of the proprietors, or that may be required by the trustee.

It is the intention of the proprietors to give public notice *of the time of the sales*, and it is necessary that the *notice* should be as general and as widely spread as possible. The agent will therefore, immediately upon the time's being fixed, forward the proper advertisement to Detroit, Buffalo, Albany, New York, Philadelphia, Pittsburg, Chillicothe, and to the trustee in this city for publication.

The instructions of the trustee are in all cases to be regarded as coming from the proprietors themselves.

Wishing you a safe and pleasant journey, and an easy and prosperous management of the trust committed to your care, we remain, with great respect, *of* your obedient servants.

MARTIN BAUM,
*Trustee for the Proprietors.*

To Major WM. OLIVER.

*Exhibit B B.*

Know all men by these presents, that I, William Oliver, of Cincinnati, in the State of Ohio, am held and firmly bound unto Martin Baum, of the said place, in the just and full sum of twenty thousand dollars, current money of the United States, for value received, for the payment or which sum, well and truly to be made, I bind myself, my heirs, executors, and administrators.

Sealed with my seal, and dated this fourteenth day of August, in the year of our Lord eighteen hundred and seventeen.

Whereas, the above named Martin Baum hath this day constituted and appointed the before bound William Oliver his agent, with power to lay out a town at the mouth of Swan creek, on the Miami of the Lakes, and hath authorized the said William to sell and dispose of the lots in said town, agreeably to a letter of instructions, and to receive payment for the same from the purchasers, and to execute and deliver certificates, in the nature of title bonds, for the lots by him sold. Now the condition of the above obligation is such, that if the said William Oliver shall in all things well and truly execute the trust reposed in him by the said Martin Baum, and shall render a true account of his proceedings, when required, and shall faithfully pay over to the said Martin all moneys by him received for or on account of sales made in the town to be *by* laid off by him, as aforesaid, when thereto required, then, and in such case, the above obligation shall cease and determine, otherwise remain in full force and virtue.

In witness whereof, I have affixed my hand and seal, this fourteenth day of August, in the year of our Lord eighteen hundred and seventeen.

WILLIAM OLIVER. [SEAL.]

Signed, sealed, and delivered in presence of
WILLIAM RUFFIN.

*Exhibit E.*

Know all men by these presents, that I, Martin Baum, of Cincinnati, in the State of Ohio, for divers good causes and considerations me thereunto moving, have made, constituted, and appointed, and by these presents do make, constitute, and appoint William Oliver, of said place, my true and lawful attorney, for me and in

my name, to sell and dispose of the lots in a town to be laid off at Swan creek, on the Miami of the Lakes, agreeably to a letter of instructions therewith delivered, and to receive payment for the same from the purchasers, and to execute and deliver certificates, in the nature of title bonds, for the lots by him sold, and to do all lawful acts requisite for effecting the premises, hereby ratifying and confirming all that my said attorney shall lawfully do therein by virtue hereof.

In testimony whereof, I have hereunto affixed my hand and seal, this fourteenth day of August, in the year eighteen hundred and seventeen.

MARTIN BAUM. [SEAL.]

Signed, sealed, and delivered in presence of
ANDREW M. BAILEY and
W. R. SCHENCK.

*Exhibit F.*

Pleas before the justices of Monroe county court, for the county of Monroe, in the Territory of Michigan, of October term, one thousand eight hundred and twenty-five, held at the court house in the town of Monroe—present John Anderson, chief justice, and Robert Clarke, associate.

WILLIAM OLIVER, plaintiff,
*vs.*
MARTIN BAUM, ROBERT PIATT, GEORGE A. WORTH, WILLIAM M. WORTHINGTON, survivors of Martin Baum, John H. Piatt, deceased, Robert Piatt, George A. Worth, William M. Worthington, defendants. } In attachment.

THE UNITED STATES OF AMERICA,
*Territory of Michigan, county of Monroe, ss:*

[L. S.] To the sheriff of said county, greeting:

You are hereby commanded to attach the rights and credits, moneys and effects, goods and chattels, lands and tenements, of Martin Baum, Robert Piatt, George A. Worth, William M. Worthington, survivors of Martin Baum, John H. Piatt, lately deceased, Robert Piatt, George A. Worth, William M. Worthington, late joint partners, and all of them residing out of this Territory, wheresoever they may be found, and the same safely keep, to answer and abide and satisfy such judgment as may be rendered by the county court within and for said county of Monroe, against the said Martin Baum, Robert Piatt, George A. Worth, and William M. Worthington, in favor of William Oliver; and of this writ make due return, with your doings herein, before our justices of said county court of Monroe, on the fourth Monday in October instant.

Witness John Anderson, esquire, chief justice of our said county court, this seventh day of October, one thousand eight hundred and twenty-five.

LAMENT DUROCHER,
*Clerk of Monroe County Court.*
LANMAN & LAWRENCE,
*Att'ys for Plaintiff, and security for costs.*

This action is brought to recover the sum of two hundred and thirteen dollars and seven cents, with interest from the tenth day of September, one thousand eight hundred and twenty-two.

LAMENT DUROCHER, *Clerk.*

Bond and affidavit filed.

MONROE COUNTY, *ss:*

As I am within commanded, I have, on this fifteenth day of October, A. D. 1835, attached all the rights and credits, moneys and effects, goods and chattels, lands and tenements, of Martin Baum, Robert Piatt, George A. Worth, and William M. Worthington, the within named defendants, as follows, to wit: I went to the following described tracts of land, viz: the southwest quarter of section two, township three, on or near the river Miami, and the northwest quarter of section three, town. three, and the southwest quarters of sections three and four, all situate in the township of Erie, in said county of Monroe, and did then and there publicly declare, in the presence of Levi S. Humphrey, (being one credible person,) that I attached the said tracts or lots of land, as the property of the said Baum, Piatt, Worth, and Worthington, at the suit of the said William Oliver.

HARRY CONANT,
*Sheriff of M. C'ty.*

A just and true inventory and appraisement of all the property and estate of Martin Baum, attached, at the suit of William Oliver, by Harry Conant, sheriff of the county of Monroe, this fifteenth day of October, A. D. 1825, on the writ of attachment hereunto annexed, to wit:

The southwest quarter of section two, township three, on or near the Miami river, and the northwest quarter of section three, town. three, and the southwest quarters of sections three and four, all situate in the township of Erie, in the county of Monroe—we do appraise at the sum of twelve hundred dollars. Done at the township of Erie, by Harry Conant aforesaid, sheriff of Monroe county, and Levi S. Humphrey, being an impartial and disinterested freeholder of the said county.

HARRY CONANT,
LEVI S. HUMPHREY.

In this case, on motion of Walcott Lawrence, attorney for plaintiff, the defendants in attachment were each of them called thrice, and made default. Ordered by the court, that notice of this attachment be published in the Michigan Sentinel for the space of nine months, by the clerk of this court, and that Jeremiah Lawrence, Samuel Choate, and Joseph Farrington, three discreet and fit persons, be appointed to audit and adjust the demand of the said plaintiff, and to make their report thereof, in writing, under their hands, to the next October term of this court.

Notice is hereby given, that a writ of attachment has been sued out of the office of the clerk of the county court of said Monroe county, against the rights and credits, moneys and effects, goods and chattels, lands and tenements, of the defendants in the above entitled suit, being absent debtors, at the suit of the above plaintiff, for the sum of two hundred [and] thirteen dollars, seven cents, with interest from the tenth day of September, 1822, returnable at October term, 1825, of said court; and that unless the said above named defendants in said attachment shall appear, give special bail, and receive a declaration, at the suit of the said plaintiff, within nine months, judgments will be entered, and the estate attached will be sold.

LAMENT DUROCHER,
*Clerk Monroe County Court.*

*October 25th*, 1825.

This day, the twenty-sixth day of October, being in the term of October, one thousand eight hundred and twenty-five.—In this case, on motion of Walcott Lawrence, attorney for plaintiff, the defendants in attachment were each of them thrice called, and made default.

Of the term of October, in the year of our Lord one thousand eight hundred and twenty-five.

MONROE COUNTY, *ss:*

*In attachment.*

William Oliver, plaintiff in this case, complains of Martin Baum, Robert Piatt, George A. Worth, and William M. Worthington, defendants in this case, &c., in a plea of trespass on the case: For that, whereas the said Martin Baum, Robert Piatt, George A. Worth, and William M. Worthington, and one John H. Piatt, in his lifetime, now deceased, and whom the said Martin Baum, Robert Piatt, George A. Worth, and William M. Worthington have survived, on the first day of October, in the year of our Lord one thousand eight hundred and twenty-two, at Cincinnati, in the State of Ohio, to wit, at the town of Monroe, in the said county of Monroe, and within the jurisdiction of this court, was indebted to the said plaintiff in the sum [of] five hundred dollars, as well for so much money by the said plaintiff before that time paid, laid out, and ex-

pended, to and for the use of the said Martin Baum, Robert Piatt, George A. Worth, William M. Worthington, and John H. Piatt, and at their special instance and request, by the said plaintiff before that time, as for so much money lent and advanced to the said Martin Baum, Robert Piatt, George A. Worth, William M. Worthington, and John H. Piatt, at their like special instance and request; and for money then before that time by the said Martin Baum, Robert Piatt, George A. Worth, William M. Worthington, and John H. Piatt, had and received, to and for the use of the plaintiffs; and being so indebted, the said Martin Baum, Robert Piatt, George A. Worth, William M. Worthington, and John H. Piatt, in consideration thereof, afterwards, and in the lifetime of the said John H. Piatt, to wit, on the said first day of October, in the year of our Lord one thousand eight hundred and twenty-two, aforesaid, at Cincinnati aforesaid, to wit, at the said town of Monroe, and within the jurisdiction aforesaid, undertook, and then and there faithfully promised the said plaintiff to pay him the said several sums of money on demand: nevertheless, the said Martin Baum, Robert Piatt, George A. Worth, and William M. Worthington, and John H. Piatt, and the said Martin Baum, Robert Piatt, George A. Worth, and William M. Worthington, since the death of the said John H. Piatt, not regarding their said several promises, have not, nor either of them, as yet paid the said several sums of money, or any part thereof, although often requested so to do; but to pay the same, or any part thereof, to the said plaintiff, the said Martin Baum, Robert Piatt, George A. Worth, William M. Worthington, and John H. Piatt, in the lifetime of the said John H. Piatt, wholly refused, and the said Martin Baum, Robert Piatt, George A. Worth, and William M. Worthington, have, ever since the death of the said John H. Piatt, hitherto wholly refused, and still refuse so to do.

And whereas, also, the said Martin Baum, Robert Piatt, George A. Worth, William M. Worthington, and John H. Piatt, afterwards, and in the lifetime of the said John Piatt, now deceased, to wit: on the first day of October, in the year of our Lord one thousand eight hundred and twenty-two aforesaid, at Cincinnati, in the State of Ohio, to wit: at the town of Monroe, in the county of Monroe aforesaid, and within the jurisdiction , were indebted to the said plaintiff in the further sum of five hundred dollars, as well for so much money by the said plaintiff, then before that time paid, laid out, and expended to and for the use of the said Martin Baum, Robert Piatt, George A. Worth, William M. Worthington, and John H. Piatt, at their special instance and request, as for money before that time lent and advanced by the said plaintiff to the said Martin Baum, Robert Piatt, George A. Worth, William M. Worthington, and John H. Piatt, at their like special instance and request, and for money before that time had and received by the said Martin Baum, Robert Piatt, George A. Worth, William M. Worthington, and John H. Piatt, to and for the use of the said

plaintiff; and being so indebted, and the several sums of money in this count mentioned being and remaining wholly due and owing, unpaid and unsatisfied, they, the said Martin Baum, Robert Piatt, George A. Worth, and William M. Worthington, in consideration thereof afterwards, and after the death of the said John H. Piatt, to wit: on the first day of January now last past, at Cincinnati, in the State of Ohio, to wit: at the town of Monroe aforesaid, in the county of Monroe aforesaid, and within the jurisdiction aforesaid, undertook; and then and there faithfully promised the said plaintiff to pay him the said sum of money in this count mentioned on demand.

Also, for that, whereas said defendants, at said Cincinnati, to wit: at said town of Monroe, in the county of Monroe, and within the jurisdiction aforesaid, on the first day of June now last past, were justly indebted to the said plaintiff in the further sum of five hundred dollars, for the work and labor, care, diligence, and attendance of the said plaintiff, by him the said plaintiff before that time done, performed, and bestowed, as the agent of the said defendants, and at their special request; and being so indebted, they, the said defendants, in consideration thereof, then and there, to wit: on the day and year last aforesaid, at Monroe aforesaid, and within the jurisdiction aforesaid, promised the plaintiff to pay him the same sum of money on demand, yet although often thereto requested, the said defendants have never performed their said several promises, or any part of them, (although often requested so to do,) but still neglect so to do, all which is to the damage of the said plaintiff, as he saith, the sum of five hundred dollars, and therefore he brings suit by his attornies, Charles J. Lanman and Walcott Lawrence.

MONROE COUNTY, *ss:*

William Oliver puts in his place Charles Jas. Lanman and Walcott Lawrence, his attornies, to prosecute this suit against the said defendants.

April the seventh, in the year of our Lord one thousand eight hundred and twenty-six, being in the term of April.—In this case, on motion of Walcott Lawrence, attorney for plaintiff, the defendants in attachment were each of them thrice called and made default.

April the twenty-second, being in the same term of April, in the year of our Lord one thousand eight hundred and twenty-six.—In this case, on motion of Walcott Lawrence, attorney for plaintiff, the defendants in attachment were each of them thrice called and made default.

October the twenty-third, in the year of our Lord one thousand eight hundred and twenty-six, being in the term of October.—In this case, on motion of Walcott Lawrence, attorney for plaintiff, the defendants in attachment were each of them thrice called, and

made default. It is considered by the court here that judgment be entered upon the report of Auditors, and for costs, it appearing that notice to defendants in attachment had been published nine months according to statute.

To the honorable county court for Monroe county, to be holden in Monroe, October, 1826.

We, a major part of the Auditors, appointed in the case of William Oliver vs. Martin Baum, Robert Piatt, George A. Worth, and William M. Worthington, survivors of Martin Baum, John H. Piatt, deceased, Robert Piatt, George A. Worth, and William M. Worthington, by the county court of said county, under the statute in such case provided, do report: That upon examining the evidence and claim of the plaintiff in attachment against said defendants, we find there is due and owing from said defendants to said plaintiff the sum of two hundred and sixty-five dollars and ninety-four cents. All which is respectfully submitted; there being no other claim against said defendants on the part of other creditors.

JOSEPH FARRINGTON, } *Auditors.*
SAMUEL CHOATE, }

*October 2d*, 1826.

Fees of Auditors $2 00.
" of witness 50.

October the twenty-fifth day, one thousand eight hundred and twenty-six, execution *fi. fa.* issued and delivered to Walcott Lawrence, attorney for plaintiff.

Sheriff's return endorsed on said execution, October 25, 1826.

By virtue of the within execution, I have this day seized on the southwest quarter of section No. 2, township No. 3, the northwest and southwest quarters of section No. 3, town. No. 3, all within the United States reservation of twelve miles square, at the foot of the Miami rapids, Monroe county, and Territory of Michigan, as the property of Martin Baum, Robert Piatt, George A. Worth, and William M. Worthington, survivors of Martin Baum, John H. Piatt, deceased, Robert Piatt, George A. Worth, and William M. Worthington.

For H. CONANT, *Sheriff*,
JOSEPH FARRINGTON.

We, the undersigned, being a jury duly summoned and sworn to try the extension of property on three quarter-sections of land attached by William Oliver, on execution against Martin Baum, Robert Piatt, George A. Worth, and William M. Worthington, survivors of Martin Baum, John H. Piatt, deceased, Robert Piatt, George A. Worth, and William M. Worthington, for three hundred and eleven dollars and thirty cents, to wit: southwest quarter of section No. 2, township 3, northwest and southwest quarters of section No. 3, township No. 3, all within the United

States reservation of 12 miles square, at the foot of the rapids of the Miami of Lake Erie, county of Monroe, and Territory of Michigan, are of opinion unanimously that the rents and profits thereof in seven years will not pay the above execution.

| | |
|---|---|
| Benjamin F. Stickney, | Milton D. Whitney, |
| Colman J. Keeler, | Seneca Allen, |
| Eli Hubbard, | Josephus V. D. Sutphen, |
| Bud Martin, | John Baldwin, |
| John G. Forbes, | John G. Forbes, junior, |
| Samuel Merritt, | Tibbals Baldwin. |

For H. CONANT, *Sheriff*,
JOSEPH FARRINGTON, *Under Sheriff*.

PORT LAWRENCE, *October 25th*, 1826.

I do hereby certify that the within jury were duly summoned and sworn, and that they are unanimously of opinion, the rents and profits of the lands attached will not pay the execution to which this is annexed in seven years.

For H. CONANT, *Sheriff*,
JOSEPH FARRINGTON.

PORT LAWRENCE, *October 25th*, 1826.

We, the subscribers, being legally appointed by the sheriff of the county of Monroe, in the territory of Michigan, and sworn according to law to appraise the property of Martin Baum, Robert Piatt, George A. Worth, and William M. Worthington, survivors of Martin Baum, John H. Piatt, deceased, Robert Piatt, George A. Worth, and William M. Worthington, taken on execution in favor of William Oliver, plaintiff, against the above named defendants, do appraise the following property, to wit: the southwest quarter of section No. 2, township No. 3, the northwest and southwest quarter of section No. 3, town. No. 3, all within the United States reservation of 12 miles square, at the foot of the Miami rapids, in the county of Monroe, and Territory of Michigan, containing 480 acres of land, at 66⅔ cents per acre, amounting to three hundred and twenty dollars, to apply on the aforesaid execution, to which this is attached.

Done at Port Lawrence, this 26th day of October, 1826.

BENJAMIN F. STICKNEY,
WILLIAM WILSON,
JOHN G. FORBES,
*Appraisers.*

MONROE COUNTY, *ss:*

OCTOBER 26, 1826.

By virtue of this execution I made diligent search for goods and chattels of the within named defendants, whereon to levy, to satisfy this execution; and for want thereof, I levied this execution upon the southwest quarter of section No. 2, township numbered three,

and the northwest and southwest quarters of section numbered three, in township numbered three, all within the United States reservation of twelve miles square, at the foot of the Miami rapids, in said county of Monroe, containing four hundred and eighty acres of land, whereon to me as the property of the within named defendants; and on the same day I empannelled a jury of inquest of twelve men, according to law, as by their inquisition hereto attached; and said inquest did find that the clear profits of the lands aforesaid are not sufficient, within the space of seven years, to satisfy the debt or damages in this execution; and thereupon I immediately gave notice thereof to the plaintiff in said execution, and I made diligent search within my precinct, to find the said defendants, or any of them, or their agents or attorneys, and could find none. And the said plaintiff neglected to choose an appraiser to appraise said lands on this execution; and on account of the neglect of said plaintiff, and of the said defendants, or any of them, their agents, or attorneys, to choose any one or more appraisers, agreeable to law, I, the said officer, serving this execution, did appoint Benjamin F. Stickney, William Wilson, and J. G. Forbes, being three disinterested freeholders of the vicinity, in said county of Monroe, as appraisers, to appraise the real estate aforesaid on this execution; and the said appraisers, after being duly sworn by me, the said officer, agreeably to law, did appraise the real estate aforesaid shown to them, to wit: the southwest quarter of section number two, in township number three, and the northwest and southwest quarter of section number three, in township number three, all within the United States reservation of twelve miles square, at the foot of the Miami rapids, in the county of Monroe, in said Territory, containing four hundred and eighty acres of land, at sixty-six and two-thirds cents per acre, amounting to three hundred and twenty dollars, to apply on this execution and fees, being its true and just value in money; and I, the said officer, have set out the said lands by metes and bounds, and described the same as above, with as much precision as the nature and situation thereof will admit.

For H. CONANT, *Sheriff*,
JOSEPH FARRINGTON,
*Deputy Sheriff.*

January the fourteenth, in the year of our Lord one thousand eight hundred and twenty-seven, being the term of October, one thousand eight hundred and twenty-seven.—In this case it is ordered by the court that the auditors, or any two of them, may make sale and assurance of the goods and chattels, lands and tenements of the said defendants, or either of them, which were taken and attached on this attachment, or such part thereof as shall be necessary to satisfy the debts of the plaintiff and the creditors who may have applied agreeably to law; notices to be set up agreeable to

the statute, and such sale to be advertised in the Michigan Sentinel for the space of thirty days prior to such sale.

February the eleventh, in the year of our Lord one thousand eight hundred and twenty-eight, being of the same term of October aforesaid (1827.) This may certify, that in this case of attachment, commenced at the October term of the county court of Monroe county, in the Territory of Michigan, A. D. 1825, sufficient proof hath been made to the court that the setting off of the lands of the said defendants, on the execution obtained in said case at the October term of said county court, A. D. 1826, was fairly and legally made by order of the court.

April the seventh, one thousand eight hundred and twenty-eight, being in the April term of this court.—In this case the report of the auditors accepted, having sold the property attached, as appears per said report on file, and fees of auditors to be allowed, as follows: to Jeremiah Lawrence three dollars and fifty cents for his fees; to Samuel Choate four dollars 18¾ for his fees; and to Joseph Farrington three dollars for his fees.

*Report.*

To the honorable the county court for the county of Monroe, to be holden at the court house in said county of Monroe, on the first Monday in April, A. D. 1828.

The undersigned being appointed by this honorable court auditors in the case of attachment in said court, at the suit of William Oliver against Martin Baum, Robert Piatt, George A. Worth, and William M. Worthington, survivors of Martin Baum, John H. Piatt, deceased, Robert Piatt, George A. Worth, and William M. Worthington, to make sale of certain real estate on said suit attached, to wit: the southwest quarter of section No. two, township No. three, and the northwest and southwest quarters of section No. three, in township No. three, and all within the United States reservation of twelve miles square, at the foot of Miami rapids, in said county, containing four hundred and eighty acres of land, do report to said court, that in pursuance to the statute in such cases made and provided, we gave notice of the sale of the land aforesaid, by setting up in five of the most public places in said county, advertisements of the time and place of sale thereof, a copy of which, with a certificate of the same, is hereto attached; and likewise by publishing notice thereof in the Michigan Sentinel, a public newspaper published at Monroe, and circulating in this Territory, for the space of thirty days previous to said sale, a copy of which is hereto attached. That on the fifth day of April, in the year 1828, in pursuance of the said several notices so publicly given, as aforesaid, we proceeded, at the time and place mentioned in said notices, to sell the land so attached, aforesaid, on the suit aforesaid, at public auction, in quarter-sections, as follows, to wit:

the southwest quarter of section No. 2, township No. 3, to Charles Noble, he offering most for the same, at fifty cents per acre, amounting to $80. The northwest quarter of section No. 3, in township No. 3, to Charles Noble, he offering most for the same, at fifty cents per acre, amounting to $80. The southwest quarter of section No. 3, in township No. 3, to Charles Noble, he offering most for the same, at fifty-one cents per acre, amounting to $81 60; amounting in all to the sum of two hundred and forty-one dollars and sixty cents. All of which is respectfully submitted.

Dated at Monroe, April 5th, 1828.

JEREMIAH LAWRENCE,
SAMUEL CHOATE,
*Auditors.*

Costs—clerk's fees $10 50; court $2 87½; sheriff's, on writs, &c., $8 25; attorney $5; printer's bill $18; sheriff's costs, jury, and appraisers on the execution, $12 50; auditors' fees, as per order of court to Jeremiah Lawrence, Samuel Choate, and Joseph Farrington, $10 68¾—$67 81¼.

TERRITORY OF MICHIGAN, *county of Monroe, ss:*

I, Lament Durocher, clerk of the circuit court of the Territory of Michigan, for the county of Monroe, do hereby certify unto all persons who shall see these presents, that the foregoing is a true exemplification of the record of the judgment in the county court of Monroe county, in the case of William Oliver, plaintiff, and Martin Baum, Robert Piatt, George A. Worth, William M. Worthington, survivors of Martin Baum, John H. Piatt, deceased, Robert Piatt, George A. Worth, William M. Worthington, defendants.

In testimony whereof, I have hereunto set my hand, and affixed the seal of the circuit court of the Territory of Michigan, for the county of Monroe, at Monroe, this 30th December, A. D. 1835.

[L. S.]

LAMENT DUROCHER, *Clerk.*

TERRITORY OF MICHIGAN, *county of Monroe, ss:*

I, Walcott Lawrence, one of the judges of the circuit court of the Territory of Michigan, for the county of Monroe, do certify that Lament Durocher, esq., whose name appears attached to the foregoing certificate, is clerk of the said circuit court, and heretofore clerk of the county court for the county aforesaid. I further certify that the seal attached to said certificate is the seal of said circuit court, and that the certificate is in due form.

Given under my hand at Monroe, the 30th day of December, A. D. 1835.

WALCOTT LAWRENCE.

*Exhibit G.*

To the honorable the Senate and House of Representatives of the United States in Congress assembled:

Your humble petitioner begs leave to represent to your honorable body, that he (by his agent William Oliver) purchased of the United States, in July, eighteen hundred and seventeen, at the public sale in Wooster, in the State of Ohio, sundry tracts of land, which lie in the United States reservation on the Miami river of Lake Erie, to wit: tract number one, containing two hundred [and] one and a half acres, at twenty dollars and fifteen cents per acre, and tract number two, containing two hundred acres, at seventy-six dollars and five cents per acre; the purchase money of which amounted to nearly twenty thousand dollars. In the month of August following, your petitioner laid out a town on the said tracts, and sold at auction a number of lots to individuals, to whom he gave title bonds for lawful conveyances. The pressure of the times has put it out of the power of the petitioner to pay for the said tracts, at the prices at which they were purchased; and if he could have paid for them, the late law of Congress reducing the price of the public lands, and other circumstances, have had such a depressing influence on the value of lands of every description, that he could not now obtain a half or a third of what he was to pay for those tracts. Anxious to comply with his engagements, as far as possible, your petitioner made a formal application in August last to the register of the land office, at Wooster, for a division of those tracts, under the provisions of the law of Congress of March last, but was informed that those tracts did not come within the provisions of that law. And had a division been granted, your petitioner would then have been obliged, by that law, to have made a deduction of twenty per cent. to those who had purchased of him; and besides this abatement, he would also have been compelled to have extended a credit to them, for such a length of time as would have deprived him of the most favorable part of the provisions of that law. Under all these circumstances and difficulties, your petitioner had no choice left; necessity obliged him to surrender those tracts to the United States, which he has accordingly done.

If your petitioner was not bound to make titles for the lots sold, or subject to damages, he would remain silent and content; and there being now no other mode, or course, than the one here taken, by which your petitioner can obtain redress, he prays your honorable body will take his case under consideration, and will either authorize an immediate sale of those two tracts of land, so as to give him an opportunity to repurchase them at a fair price, and thus enable him to fulfil his engagement to those who have purchased of him, or grant him such other relief as you, in your wisdom, may deem justice and equitable; and your petitioner will ever, &c. &c.

MARTIN BAUM.

CINCINNATI, 20*th January*, 1822.

*Exhibit H.*

CINCINNATI, *25th December*, 1822.

MY DEAR SIR: You will, no doubt, recollect of my having stated to you, before you left here, that I intended to petition Congress for relief in the purchase of some lands of the United States. Enclosed you have the petition; and though it is signed by myself only, still others have an interest in it, to wit: Jacob Burnet, William Steele, M. T. Williams, S. R. Miller, John Rowan, of Kentucky; but, for the sake of convenience, all the lands of the company were transferred to me. The petition gives a true statement of facts; the grounds why those tracts were surrendered to the United States; the injurious operation of the law of Congress (called the relief law) in the case; and the just claim which (I think) I, and my associates, have on the Government for redress. You will see by the petition that tract No. 1 cost $20 15, and No. 2, $76 05; that each of them contained, say, 200 acres. You will also see, that, although those tracts were purchased at those high prices, and that Congress did shortly afterwards reduce the price of the public lands, still I was willing to retain part of each tract, and made application to the register at Wooster for a division, but was denied it; then application was made to the General Land Office in the city for a division, and positively refused.

You will also observe that, by the provisions of the law of Congress, (generally called the relief law,) if I had retained those lands, I, by that law, would have been obliged to make a deduction of 20 per cent. to those who had purchased lots of me; and, besides that abatement, to give them a credit of four years. I have sold lots to a considerable amount, payable in three annual payments, and all was due in 1820; but not a man would pay me, because that law protected them. That law has, then, directly and positively, interfered with private contracts between individuals, and had I not given title bonds to those who have purchased lots from me, would not say a word; but the title must be perfected, or damage may accrue. If Congress will give no other relief than pass a law authorizing those tracts for sale immediately, and thus give me an opportunity to repurchase them at a fair price, this would make my situation better than I now stand; but I hope they will grant me a more favorable condition—a pre-emption, payable some years hence, at a moderate price; say 4, 6, or even 10 dollars an acre might suit. Tracts adjoining have been purchased by B. F. Stickney at $1 25 per acre, of equal quality. I solicit your aid in this business, if consistent with your feelings.

Yours, very respectfully,

MARTIN BAUM.

P. S. I have addressed a few lines to Mr. Ross on this subject, also, which please hand him; and if he and you will consult with

each other on the subject, *and* then take that course which it may seem best to obtain redress. M. B.

Please let Mr. Ross peruse this letter, so as to put him into possession of the subject. I may write you again, and give additional views. MARTIN BAUM.

Last winter I forwarded the original petitions (of which these now sent are copies) to J. H. Piatt and Mr. Worthington, of this place, who are also concerned in those lands. What was done with them — know not. Worthington informed me that he had given the one sent to him to T. R. Ross, esq., to lay before Congress. I have here sent duplicates of the same date. M. BAUM.

(Address)—"To the Hon. E. A. Brown, *Washington city*."

*Exhibit I.*

Cincinnati, 6*th February*, 1823.

Dear sir: Your polite and friendly favor of the 18th ultimo has come to hand, and the contents are noticed. By it I observe that Mr. Ross had, last session, presented my petition, for which he deserves my thanks; and to you I am also under obligations, for your prompt attention to the same business. Knowing that many of the members of Congress have a great reluctance of acting, again and again, on the subject of lands, I, of course, have anticipated difficulties in this case of mine; but as it is a ruinous one to me and my associates, and has resulted so from the acts of Congress more than other causes, it's to them only I can apply for redress, for their relief law acted on me with a penalty; and, besides this, they have interfered with my private contracts, made with those to whom I had sold lots. However, were I not subject to heavy damages, in consequence of improvements made on some of those lots, I certainly would not trouble Congress; but, as matters stand, I confidently calculate on their justice and magnanimity. Mr. Jacob Burnet being now in the city, who is interested in those lands, can, and no doubt will, fully explain all transactions relative to it; I refer you to him for all necessary information relative to the subject. The tracts purchased by myself and associates in that quarter—those retained and relinquished—can be ascertained at the land office in the city. All the tracts stood in my name, in order to render it more convenient to sell and convey. At this time nothing further to add on the subject, nor any thing else entertaining to communicate.

Yours, respectfully,

MARTIN BAUM.

To the Hon. E. A. Brown.

*Exhibit M.*

This indenture, made the seventh day of February, one thousand eight hundred and thirty-one, between the trustees of the Univer-

sity of Michigan, of the first part, and William Oliver, of the city of Cincinnati, in the State of Ohio, of the second part, witnesseth: That, whereas the said trustees, on the twenty-second day of August, one thousand eight hundred and twenty-eight, on the application to them by the said William Oliver, did consent and agree to relinquish, to the said William Oliver, all the right, title, interest, and claim of them, the said trustees, in and to two certain tracts of land at Swan creek, in the United States reserve of twelve miles square, at Miami rapids, known as lots numbered one and two in said reserve, in consideration that the said William Oliver should convey to the said trustees, in fee simple, certain tracts near and adjoining thereto, containing, in the whole, seven hundred and sixty-seven $\frac{50}{100}$ acres, particularly enumerated in the records and proceedings of said trustees on the said twenty-second day of August, reference being thereto had, will fully appear; and whereas, in pursuance of said application and proceedings thereon, as well *as* on the said twenty-second day of August as on the fourth day of January last past, as, by reference to said record and proceedings, will also appear, the said William Oliver has this day executed and delivered to the said trustees a deed in fee simple of the said tracts, containing seven hundred and sixty-seven $\frac{50}{100}$ acres, in pursuance of the agreement on his part above recited. Now, therefore, in order that the agreement so as aforesaid recited may be carried into effect according to the true intent and meaning thereof, and in pursuance of the authority given to the said trustees in and by an act of Congress, entitled "An act to authorize the exchange of certain lots of land between the University of Michigan Territory and Martin Baum and others," approved January 13th, 1830, the said parties of the first part, in consideration of the premises, have granted and released, and by these presents do grant and release, and forever quit claim, unto the said party of the second part, and to his heirs and assigns forever, those certain tracts of land designated as river lots numbered *one* and *two*, in the United States reserve of twelve miles square, on the Miami of Lake Erie, heretofore purchased from the United States, and which, having been relinquished by the said Martin Baum under the provisions of the act of the second of March, one thousand eight hundred and twenty-one, for the relief of the purchasers of the public lands, were afterwards selected by the Secretary of the Treasury for the said University, under the provisions of the act of the twentieth of May, one thousand eight hundred and twenty-six, entitled "An act concerning a seminary of learning in the Territory of Michigan," together with all and singular the hereditaments and appurtenances thereunto belonging, hereby authorizing the President of the United States to issue a patent or patents to the said William Oliver for the said lots *one* and *two*, in such manner as may be necessary to carry into effect the act first above mentioned, and the intention of the parties of the first part hereto.

In testimony whereof, the said parties of the first part have caused these presents to be signed by their president and secretary, [L. S.] and the seal of the said University to be hereunto affixed, the day and year first above written.

LEWIS CASS, *President*
*Of the Board of Trustees of the University of Michigan.*
Attest: C. C. TROWBRIDGE, *Secretary.*

*Exhibit J.*

The United States of America, to all to whom these presents shall come, greeting:

Whereas, under the provisions of the act of Congress, approved on the 13th day of January, 1830, entitled "An act to authorize the exchange of certain lots of land between the University of Michigan Territory and Martin Baum and others," the said University, by an instrument of writing bearing date on the seventh day of February, 1831, did assign, transfer, and convey, unto William Oliver, of the city of Cincinnati, as the assignee of Martin Baum, all the title and claim of the said University in and to the tracts or parcels of land known and designated as river lots, numbered *one* and *two*, in the United States reserve of twelve miles square, on the Miami of Lake Erie, heretofore selected by the Secretary of the Treasury for said University under the provisions of the act of the 21st of May, 1826, entitled "An act concerning a seminary of learning in the Territory of Michigan," in consequence of the said William Oliver's having, by deed bearing date the seventh February, 1831, assigned, also transferred and conveyed, to the said University of Michigan, the tract of land particularly specified and described in his said deed. Now know ye, that in consequence thereof, and to carry into effect the intent of the aforesaid act of the 13th January, 1830, there is hereby granted by the United States unto the said William Oliver, and unto his heirs, the before recited tract, designated as being river lots, numbered one and two, in the United States reserve of twelve miles square, on the Miami of Lake Erie; to have and to hold the said tracts, with the appurtenances thereunto belonging, or in any wise appertaining, unto the said William Oliver, and to his heirs and assigns forever.

In testimony whereof, I, Andrew Jackson, President of the United States of America, have caused these letters to be made patent, and the seal of the General Land Office to be hereto affixed.

Given under my hand, at the city of Washington, the fourth day of March, in the year of our Lord one thousand eight hundred and thirty-one, and of the independence of the United States the fifty-fifth.

By the President. ANDREW JACKSON. [L. S.]
ELIJAH HAYWARD,
*Commissioner of the General Land Office.*

*Exhibit J J.*

This indenture, made this twenty-seventh day of August, in the year of our Lord one thousand eight hundred and twenty-three, between Martin Baum, of the first part, and William Oliver, all of Cincinnati, Hamilton county, Ohio, of the second part, witnesseth: That the said Martin Baum, for and in consideration of the sum of eighteen hundred and thirty-five dollars and forty-seven cents, lawful money of the United States, to him in hand well and truly paid by the said William Oliver, the receipt whereof is hereby acknowledged, hath granted, bargained, sold, aliened, released, conveyed, and confirmed, and by these presents doth grant, bargain, sell, alien, release, convey, and confirm, unto the said William Oliver, heirs and assigns forever, all the following described tracts of land, situated within the United States reservation of twelve miles square, at the foot of the rapids of the Miami of Lake Erie, as numbered and sold by the United States at the public sale in Wooster, in 1817, viz: tract numbered *three*, on the west side of the Miami river aforesaid, containing one hundred and fifty-four and one-fourth acres; tract numbered *four*, on the same side of the river, containing one hundred and fifty-three and one-fourth acres; tract numbered *eighty-six*, on the opposite and east side of the Miami river aforesaid, containing one hundred and eighty-one acres, excepting sixty acres off the upper end of said tract, to be of equal width across the same, agreeably with the sale made by the aforesaid Martin Baum to Joseph Prentiss and Fromley in January, 1823; and tract numbered *eighty-seven*, on the same side of the river as last tract, containing ninety-three acres; and all the estate, right, title, claim, interest, and demand of him, the said Martin Baum, of, in, and to the said premises, and every part thereof, together with all and singular the privileges and appurtenances to the same belonging, or in any wise appertaining, and the rents, issues, and profits thereof; to have and to hold the premises hereby bargained and sold, or meant or intended so to *do*, with the appurtenances, to the only proper use and behoof of the said William Oliver, his heirs and assigns forever. And the said Martin Baum, for himself, his heirs, and administrators, and executors, do promise, covenant, and agree to and with the said William Oliver, his heirs, executors, administrators, and assignees, that he is the true and lawful owner of the premises hereby granted, and hath good right, full power, and lawful authority, to sell and convey the same in manner and form aforesaid; and further, that he, the said Martin Baum, for himself, his heirs, executors, and administrators, will warrant and forever defend the aforesaid premises, with their appurtenances, and every part and parcel thereof, unto the said William Oliver, his heirs and assigns, against all persons claiming, or to claim, by, from, or under him, them, or any of them, or by, from, or under any other persons whatsoever: pro-

vided, nevertheless, and it is hereby expressly declared to be the true intent and meaning of these presents, that if said Martin Baum, his heirs, executors, or administrators, shall well and truly pay, or cause to be paid, unto the said William Oliver, or his certain attorney, heirs, executors, administrators, or assigns, the sum of eighteen hundred thirty-five dollars and forty-seven cents, on or before the first day of January, eighteen hundred and twenty-four, with interest thereon from the first day of September, eighteen hundred and twenty-three, being the sum due the said William Oliver from said Martin Baum and his associates in the purchase of said property; then, and in that case, the foregoing indenture, and every part thereof, to be void and of no effect; otherwise to be and remain in full force and virtue.

In witness whereof, the said Martin Baum has hereunto set his hand and seal, the day and year first above written.

MARTIN BAUM. [L. S.]

Sealed and delivered in presence of
THOMAS MITCHELL,
LEWIS WHITEMAN.

*Exhibit K.*

TERRITORY OF MICHIGAN:

Supreme Court—in chancery—in the case of William Oliver vs. Martin Baum.

Complainant's solicitors, Lawrence and Lanman.

1825, October 13.—Bill filed—security for costs filed—affidavit of non-residence filed—order for publication filed.

December 8.—Continued.

1826, October 23.—Continued *nisi*.

October 26.—On motion of complainant, ordered, that the continuance at this term be stricken off, and that the case be referred to the master, to report the amount due complainant, on or before *at* 10 o'clock, A. M.

October 27.—Upon motion, ordered, that the complainant have leave to file an amended or supplemental bill on or before the 1st day of February next, provided, that he give notice personally or by publication in Michigan Herald, and in some newspaper printed in Cincinnati, six weeks successively; and that in the event of filing such amended or supplemental bill, and proof thereof, defendant to plead, answer, or demur, on or before the first day of next term, and in default thereof, the said amended bill, together with the original bill, to be taken pro confesso—notice to be given six weeks previous to next term.

1827, December 7.—On motion of Cole, the entry requiring personal notice stricken off, and ordered the bill to be taken pro confesso, and be referred to the master for his report.

December 8.—Copy of order of reference made out per W. Cole. Fees $0 25 c.

December 31.—The master having reported the sum of $2,305 96 c. to be due complainant, motion by Cole for decree of sale.

1828, January 2.—On motion of Cole, ordered, that the defendants redeem the mortgaged premises on or before the first Monday of July next, or that the same be sold at Monroe, upon the first Monday of September next, (six weeks' notice in "Sentinel" to be given.)

July 9.—Notice for publication given printer.

September 1.—Attended sale of mortgaged premises, as directed by decretal order of this court, and struck off the said premises to William Oliver, the complainant, he being the highest bidder, for the sum of $618 56. Copy of decree made out and signed, fee 75 c.

October 10.—Costs paid to clerk Winder, to wit: $48 72. Paid C. W. Whipple fees due him on sale $32 59 per receipt. Paid printers' bill to Mr. Cole per receipt $6 25. Attorney's fee received by Mr. Cole.

1830, February 13.—This day paid R. Abbott fee due him for report, two dollars. Costs taxed.—clerk 3 81¼, attorney 10 00, sheriff 50, crier 12½, master 2 00, printer 6 25, assistant register and sale 32 59—$55 27¾.

I certify the above and foregoing to be a true copy from the record. Given under my hand, and seal *aforesaid* court at Detroit, December 28th, 1835.

JOHN WINDER,
*Clerk Sup. Court M. T.*

*Exhibit L.*

This indenture, made the first day of September, in the year of our Lord one thousand eight hnndred and twenty-eight, between Charles W. Whipple, assistant register of the supreme court of the Territory of Michigan, sitting as a court of chancery, of the first part, and William Oliver, of the second part. Whereas at a session of the supreme court, in the Territory of Michigan, in chancery, held at the court house in the city of Detroit, on the second day of January, in the year of our Lord one thousand eight hundred and twenty-eight, it was, among other things, ordered, adjudged, and decreed by the said court, in a cause then pending in said court, between Wm. Oliver, complainant, and Martin Baum, defendant, that the whole of the mortgaged premises mentioned and set forth in the pleadings in this cause be sold by the register of the supreme court in chancery at the village of Monroe, and county of Monroe, and Territory aforesaid; the said register first giving six weeks' notice of the time and place of sale in the Michigan Sentinel, printed at Monroe, in the Territory of Michigan. And whereas, the said Charles W. Whipple, assistant register as aforesaid, and party of the first part to these presents, in pursuance of the order and decree of said court sitting in chancery, did, on the day of the date of these presents, sell at public auction at the court house in

the said village of Monroe, the said mortgaged premises hereinafter particularly described, having first given six weeks' notice of the time and place of such sale, agreeably to the order aforesaid, at which sale the said premises were struck off to the said party of the second part to these presents, for the sum of six hundred and eighteen dollars and fifty-six cents, it being the highest sum bidden for the same. Now, therefore, this present indenture witnesseth, that the said Charles W. Whipple, assistant register of the supreme court of the Territory of Michigan in chancery, and at present vested with all and singular the power of said register of said court, as appears by an order entered upon the record of said supreme court in chancery, and party of the first part to these presents, in order to carry into effect said sale so made as aforesaid, in pursuance of the decree of the said supreme court in chancery, and in consideration of the premises, and of said sum of six hundred and eighteen dollars and fifty-six cents, paid by the said party of the second part to these presents, to the said Charles W. Whipple, assistant register, and vested as aforesaid with all and singular the power of register of the supreme court of the Territory of Michigan in chancery, the receipt whereof he doth hereby confess, hath granted, bargained, and sold, aliened, released, conveyed, and confirmed, and by these presents, doth grant, bargain and sell, alien, release, convey, and confirm to the said party of the second part, to his heirs and assigns, all and singular the following described tract of land, situate in the township of Erie, in the county of Monroe, in the Territory of Michigan, and in the United States reservation of 12 miles square, at the foot of the rapids of the Miami river of Lake Erie, as numbered and sold by the United States at the public land sales at Wooster, in the State of Ohio, in eighteen hundred and seventeen, to wit: tract numbered three, on the west side of the Miami river aforesaid, containing one hundred and fifty-four and one-fourth acres; also tract numbered four, on the same side of the river aforesaid, containing one hundred and forty-three and one-fourth acres; also tract numbered eighty-six, on the opposite or east side of said Miami river, containing one hundred and eighty-one acres, excepting sixty acres off from the upper end of said last mentioned tract, to be of equal width across the same, agreeably to the sale made by the said Martin Baum to Joseph Prentiss and one Fromley in January, eighteen hundred and twenty-three; also tract numbered eighty-seven, on the same side of said river with the last mentioned, containing ninety-three acres of land; together with all and singular the rights, members, privileges, hereditaments, and appurtenances to the same belonging, or in any wise appertaining: to have and to hold the said premises above described, and hereby intended to be conveyed to the said party of the second part, his heirs and assigns, to his and their own proper use, benefit, and behoof forever.

In witness whereof, I have hereunto set my hand and seal the year and day above written.

CHARLES W. WHIPPLE, [L. S.]
*Assistant Register in Chancery.*

Signed, sealed, and delivered in presence—(one word interlined and one word erased in the seventh line from top, and one word erased in the tenth line; one word interlined in the twenty-second line: all which erasures and interlineations were made before signing. One word stricken out in 29th line from top before signing.)
HENRY S. COLE, JOHN WINDER.

TERRITORY OF MICHIGAN, *county of Wayne, ss:*

On the eleventh day of September, A. D. 1828, before me, personally appeared Charles W. Whipple, assistant register in chancery, known to be the person described in, and who executed, this indenture, and duly acknowledged that he had duly executed the same, for the uses and purposes therein mentioned. There being no alteration, I allow it to be recorded.

B. F. H. WETHERELL,
*Justice of the Peace, County of Wayne, Terr'y of Mich'n.*

*Exhibit P.*

CINCINNATI, 31*st Jan'y*, 1824.

DEAR SIR: Enclosed, I hand you a statement of the Port Lawrence land speculation, by which you can see how that business stands, to wit: A balance due me by the company of upwards of 4,755 dollars, and is daily increasing with interest. Suits have been commenced against me for the restoration of the money which was paid the company for lots, and the amount of improvements made thereon, as well as for damages. I was obliged to borrow money to compromise and quiet those claims, for fear of incurring heavy damages, great expenses, and much trouble, and probably a total loss of the company's property, by sales on judgments and executions. The lands have consequently been mortgaged for the money borrowed, and, unless it is shortly refunded, the lands may yet be sold uuder the mortgage. It is therefore necessary that the proprietors pay to me their respective quotas, to save their land from sale. I am extremely anxious to close this business, and therefore propose that I will exonerate you from paying any more money, if you will sell and convey me your interest in all those lands. But lest you should think that I wish to make a speculation out of you, if you will exonerate me from paying any more money, I will sell you my interest in all those lands, and will thank you to accept the latter proposition. It is needless to go into an explanation, as the account will do it of itself; and my proposition will satisfy you as to the prospect of gain.

Please inform me soon what course you intend to pursue.

Your ob't serv't, MARTIN BAUM.

MR. R. PIATT.

*Exhibit Q.*

**Dr.** **The proprietors of Port Lawrence in account with Martin Baum.** **Cr.**

| Date. | V'cher. | | | Date. | | | |
|---|---|---|---|---|---|---|---|
| 1821. July & Sept. 1 | 1 | To paid M. T. Williams, &c., 1 third of expenses of consolidation under relief law - - | $59 50 | 1821. Sept. 18 | | By cash from J. H. Piatt for M. T. Williams - | $25 00 |
| Oct. 21 | 2 | To paid William Oliver the amount refunded original purchasers for lots in Port Lawrence, Nos. 33, 236, 37, 131, 132, 222, 296, 127, 128, and 149 - - - - - | 221 07 | | | Do W. Hull - $20 00<br>$5 00 paper, worth - 3 33 | 23 33 |
| 1822. Sept. 10 | 3 | To paid William Oliver, as above, for Nos. 20, 21, 85, 103, 107, 120, 147, 148, 172, 188, 198, 218, 229, 271, 339, 373 - - | 426 04 | 1823. Jan. 23 | | By 30 acres of land sold Jos. Tromley, assignee, off tract — in payment for lot 171, &c.—see contra - - - - - | 100 00 |
| March 14 | 4 | To paid P. G. Oliver, as above, for Nos. 10, 57, 292 - - - - - | 49 50 | | | By 30 acres of land to Jos. Prentice for same purpose - - - - - | 100 00 |
| 1823. Jan. 23 | 5 | To paid W. Wilson, for lots Nos. 2, 297, surrendered, with improvements thereon - | 200 00 | | | By cash p. pr. G. Oliver, of Hunt & Forsythe, 2d inst., on lot 372 - $20 00<br>By cash J. H. Hunt, 147, 227 33 25 | 53 25 |
| " 23 | 6 | To paid Jos. Tromley, assignee for lot 171, with improvements - - - - | 100 00 | | | By my orders in favor of W. Oliver, for the am't refunded purchasers of lots, as per voucher 3; contra of which orders, there has been paid the amount here expended, the balance being due W. Oliver: | |
| " 23 | 7 | To paid Jos. Paulick, lot 192 - - | 100 00 | | | | |
| May 14 | 8 | To paid Amos Spafford, assignee, 267 and 324 | 19 75 | | | Unpaid. Paid. | |
| " 16 | 9 | To paid Moses Wilson, for 150 - - | 13 50 | | | J. H. Piatt & associates, for ½, 213 07 | |
| June 10 | 10 | To paid Dan'l C. Henderson, 194, with imp's | 400 00 | | | W. Hull 69 89 71 42 | |
| Aug. | 11 | To paid B. F. Stickney, M. Baum, and W. Oliver, for lots 5, 22, 25, 26, 81, 104, 139, 223, 224, 272, 340, 372, 390, 399, and 400, with improvements thereon - - - | 2,727 41½ | | | Jac'b Burnet, p'd by M. Baum 16 37<br>Martin Baum 32 74<br>M. T. Williams 16 37<br>J. Armstrong 8 18 | 145 08 |
| | 12 | To this sum due Wm. Oliver - - - | 76 00 | | | By amount due W. Oliver $280 96 - | 280 96 |

| | | | | | | |
|---|---|---|---|---|---|---|
| | | Interest on $221 04, from 21st October, 1821, till 1st September, 1823 - - - | $24 64 | | Received from J. H. Piatt & Co., a credit arising from the relinquishment of their half of tracts Nos. 1 & 2, of $474 59, which was applied by the Sandusky Co., and by arrangement, to be accounted for in M. E. Co. paper, at their worth, 40 cts. per dollar, but which is now credited at 5 cts. per dollar, and constitutes a credit to that am't, in favor of J. H. Piatt and associates, on settlem't of this acc't with Sandusky Co., to wit: | $237 29½ |
| | | Int. on $49 50, from 14 March, 1822, to do | 4 35 | | By balance - - - - - | 3,494 79 |
| | | " 426 00 10 Sept. " " | 24 85 | | | |
| | | " 200 00 23 Jan'ry, 1823, " | 7 26 | | | |
| | | " 33 25 16 May, " " | 50 | | | |
| | | " 400 00 10 June, " " | 5 33 | | | |
| | | | $4,459 71 | | | $4,459 70 |
| 1823. | | | | | | |
| Sept. 1 | | To balance due M. Baum - - - | 3,494 79 | | | |
| | | To balance due W. Oliver, on orders to bear interest from 10th September, 1822 - - | 280 96 | | | |
| | | | 3,775 75 | | | |
| | 13 | To sundry certificates of sales yet out, on which there is due, exclusive of interest - - | 765 50 | | | |
| | | | $4,481 25 | | | |

*Exhibit R.*

CINCINNATI, *Feb'y 3d*, 1823.

DEAR SIR: I have been anxious to see you in relation to the Port Lawrence business, and was on the eve of setting off yesterday for your house, but have concluded to write, requesting the favor of your attention to the matter. In consequence of the company's securing the Port Lawrence property, they are liable to the purchasers for the money received for lots; and as some of my friends in Detroit were disposed to bear pretty hard on me for advising them to purchase, I authorized Colonel Hunt to redeem the certificates of sale from those who had purchased by my advice. The payments, made in this way, *was* upwards of $400. M. Baum's company have refunded their proportion, but my claim ($213 07, which [is] from the 10th of last September, 1822) against you is unsatisfied; and as we are at a loss to know the particular interest of the members of your company, I must ask the favor of your stating the present proprietors, and their respective interests in the concern. Please say when it will be convenient for you to arrange your proportion, as also to request Mr. Grandon to pay on his share or shares.

Respectfully, your obedient servant,

WILL. OLIVER.

R. PIATT, esq.

CINCINNATI, 31*st January*, 1824.

DEAR SIR: Enclosed I hand you a statement of the Port Lawrence land speculation, by which you can see how that business stands, to wit: a balance due me by the company of upwards of $4,755, and is daily increasing with interest. Suits have been commenced against me for the restoration of the money which was paid for lots, and the amount of improvements made thereon, as well as for damages. I was obliged to borrow money to compromise and quiet those claims, for fear of incurring heavy damages, great expenses, and much trouble, and probably a total loss of the company's property, by sales on judgments and executions; the lands have, consequently, been mortgaged for the money borrowed, and unless it is shortly refunded, the lands may yet be sold under the mortgage. It is therefore necessary that the proprietors pay to me their respective *cotas*, to save their land from sale. I am extremely anxious to close this business, and therefore propose, that I will exonerate you from paying any more money, if you will sell and convey me your interest in all those lands; but lest you should think that [

] will exonerate me from paying any more money, I will sell you my interest in all those lands, and thank you to accept the latter proposition. It is useless to go into an explanation, as the account will do it of itself; and my proposition will satisfy you as

to the prospects of gain. Please inform me soon what course you intend to pursue.

Your obedient servant,

MARTIN BAUM.

Mr. ROBERT PIATT.

And this cause was continued. And afterwards, to wit: on the twenty-seventh day of July, in the year last aforesaid, the following subpœna in chancery was issued, returnable to September rules, which is in the words and figures following, to wit:

*Subpœna.*

UNITED STATES OF AMERICA, *District of Ohio, ss:*

To the marshal of said district, greeting:

We command you [to] summon Jacob Baum, David C. Baum, Kershna Baum, Ellen Baum, Nathaniel S. Pendleton, Susan Louisa Pendleton, Martha Pendleton, George Hunt Pendleton, Elliott Hunt Pendleton, Ann Pierce Pendleton, Nathaniel Pendleton, Samuel Perry, administrator of Martin Baum, William J. Van Horn and Margaret his wife, John Spencer and Susan his wife, Mary Barr, William W. Barr, David M. Barr, and William J. Van Horn, as administrator of William Barr, deceased; John G. Worthington, Philip Grandon and Hannah C. his wife, Jacob Burnett, Egbert T. Smith, Sarah R. Smith his wife, James F. Schenck, Egbert T. Schenck, Elizabeth Schenck, James F. Schenck, jun., and Robert C. Schenck, citizens of, and residents in, the State of Ohio, if they be found in your bailiwick, to be and appear before the judges of the circuit court of the United States for the district of Ohio, aforesaid, at Columbus, on the third Monday in the month of December next, to answer an amended bill in chancery exhibited against them by Robert Piatt; and of this writ make legal service and due return on the first Monday of September next, and have then there this writ.

Witness the honorable Roger B. Taney, Chief Justice of the [L. S.] United States, this 27th day of July, 1839, and in the 64th year of the Independence of the United States of America.

Attest: WM. MINER, *Clerk.*

Endorsed—"Received this writ August 3d, 1839.

"J. PATTERSON, *Marshal.*"

And now, to wit, at said September rules, in the year last aforesaid, came the marshal, and returned the aforegoing subpœna into the clerk's office of said court, as follows, to wit:

"I have served the within writ on the following named persons: Jacob Baum, Ellen Baum, Nathaniel G. Pendleton, Susan Louisa Pendleton, Martha Pendleton, George Hunt Pendleton, Elliott Hunt Pendleton, Ann Pierce Pendleton, Nathaniel Pendleton, Samuel Perry, administrator of Martin Baum, Wm. J. Van Horn

and Margaret Van Horn his wife, John Spencer and Susan Spencer his wife, Mary Barr, William W. Barr, David M. Barr, William J. Van Horn, administrator of William Barr, deceased, John G. Worthington, Philip Grandin, Hannah Grandin his wife, Jacob Burnett, Egbert T. Smith, Sarah R. Smith his wife, James F. Schenck, Egbert T. Schenck, Elizabeth Schenck, James F. Schenck, jun., Robert C. Schenck, in person, and by leaving a true copy with each at their usual place of residence; David C. Baum, Karshaner Baum, not found in my bailiwick.

"J. PATTERSON, *Marshal dist. Ohio.*

"30 services $60, 30 copies $7 50, mileage $10."

And afterwards, to wit, at the December term of said court, anno domini one thousand eight hundred and thirty-nine, to wit, on the seventeenth day of December, came the respondents, William Oliver and Micajah T. Williams, by their solicitors, and filed their answers to the amended bill of complainant; which said answers read in the words and figures following, to wit:

*W. Oliver's answer to amended bill.*

The several answer of William Oliver, defendant, to the amended bill of Robert Piatt, complainant, exhibited against this defendant and others.

This defendant, saving all exceptions to the many untruths, uncertainties, and imperfections, in the said amended bill of complaint, for answer thereto, or to so much thereof as he is advised is material for him to make answer unto, he answers and says, that his answer in this cause, already filed, responds to a great part of the allegations in the said amended bill contained, and this defendant adopts and relies upon the same as an answer to the said amended bill of complaint. And for further answer thereto, the defendant says that it is true, as alleged in said bill, according to the understanding and belief of this defendant, that the said Baum Company, and Piatt Company, and Port Lawrence Company, mentioned in said bill, were all formed for the purpose of purchasing lands, to be resold on speculation within a short period, not to exceed, in the intent of the parties, two, three, or four years; and particularly, and chiefly, for the purpose of laying out one or more towns, and selling the lots therein. And it was not the design of any of said associations to obtain in common, for any great length of time, the lands to be purchased.

This defendant has no reason to doubt that the letter A, referred to by complainant, dated June 23d, 1817, is a true copy of instructions to the complainant as agent for the Piatt Company, though he has no knowledge thereof; and he believes that the exhibits S. and T. are true copies of memoranda of agreements, dated July 17th, 1817, relating to the purchase of the lots therein mentioned; and he says that those memoranda are parts of the agreement relating

to those purchases, which this defendant has more fully set forth in his original answer, and were executed for the purpose of carrying out that agreement.

This defendant says, that it was one of the terms of the public sales of the lots in Port Lawrence, that each one of the proprietors, including this defendant and said Baum, should have the right to bid on the lots. This defendant cannot admit or deny, and he has no means of stating with precision, whether all the lots in Port Lawrence alleged in the bill to have been sold, or other lots in said town, were in fact sold by said Baum, or under his directions. Some of them were sold by this defendant, under the directions of the said Baum. Among those sold, by reference to exhibits in this case and otherwise, he believes were lots Nos. 1, 62, 100, 33, 236, 37, 131, 132, 222, 296, 127, 128, 149, 20, 21, 85, 103, 107, 148, 172, 188, 198, 218, 229, 271, 339, 373, 10, 57, 292, 267, 324, 150, 5, 22, 25, 26, 81, 104, 139, 223, 224, 272, 390, 399, 400, 6, 86, 192, 193, 244, 275, 318, 270, 166, 342, 2, 120, 135, 136, 143, 147, 297, 336, 340, 341, 372, 394, 171, 188, 194, 231, 239, 153, 154, 228, 144, 175, and 247. But this defendant returned to said Baum all his accounts of sales, so that he cannot state the same fully and accurately, but they may be found, as he believes, among the papers of said Baum's estate; nor can he render an account of the moneys received by him for said companies as agent for said Baum, having surrendered up to said Baum, on settlement, all his accounts and vouchers in relation thereto, and the same, he believes, may be found among the papers of said Baum's estate. This defendant denies that the certificates for the lands purchased from the United States were first assigned to said Baum in 1821, or that said assignment was made for the purpose of consolidation; but he says that an assignment of said certificates was made to said Baum soon after the purchases in 1817, in the month of August, as this defendant believes; but that said assignment, as he believes, was made on a separate paper, including many tracts in one assignment, or for some other cause was deemed informal by the officers of the United States, so that new assignments had to be executed before they would be recognized by the Government as legal transfers; and he believes that new assignments were made for the purpose of perfecting those informal assignments, and he presumes such new assignments were executed in 1821.

This defendant denies that any fraudulent combination or design was ever formed between this defendant and said Martin Baum and Micajah T. Williams, or either of them, shortly after the death of John H. Piatt, or at any other time, or by the said Baum and Williams, or either of them, without the knowledge of this defendant, to cheat or in any way wrong the complainant or said Piatt Company, or any of them. This defendant infers from the papers exhibited by the complainant, that said Baum, after the relinquishment of the lots No. 1 and 2, determined to make an effort, as a

sort of forlorn hope, to induce Congress to restore these lots on some terms to the parties who had relinquished them, not because he was under agreement or obligation to his associates so to do, but chiefly on account of the heavy personal responsibilities resting on himself individually, arising out of the sales of lots in Port Lawrence on the lands relinquished; and that for this purpose he made the application to Congress referred to in the bill. But on the failure of this application in the winter of 1822–'23, John Piatt, the principal capitalist of the Piatt Company, being dead and insolvent, and the other proprietors having pretty much abandoned said Baum, he abandoned all idea of accomplishing anything for the company, other than to settle up their concerns and pay their debts in the best way he could.

This defendant denies that there was any fraud or unfairness in the said certificates for $213 07, dated September 10, 1822, mentioned in the bill, and he says that the same was justly due to him from the Piatt Company for one-half the amount previously advanced by him, at the request of said Baum, to reimburse purchasers of lots in Port Lawrence, for which an account was rendered to said Baum at the time, with the vouchers therefor. This defendant has not in his possession the means of restating that account, but believes that the exhibit marked Q, attached to complainant's bill, contains a true statement of that matter, and that the item $426 14, on the debit side of that account, shows the lots for refunding the purchase money, of which said certificate was given in part, being the half thereof due from said Piatt Company.

And this defendant repeatedly, at different times in 1822 and afterwards, requested the complainant to refund to him the amount of said certificate, which the complainant always evaded or refused to do; and this defendant distinctly told the complainant that he should attach said quarter-sections to satisfy said debt, unless it was otherwise paid; and defendant repeatedly requested payment of the same, both before and after his letter to complainant, dated February 3, 1823, referred to in the bill, and even offered to surrender up or release to complainant said lands, after he had acquired the title, if complainant would pay said debt of defendant.

This defendant denies all fraud, or intention of fraud, in relation to the proceedings in attachment against said quarter-sections of land; and he says that said attachment was reluctantly resorted to by him, after repeated fruitless efforts to get the money from the Piatt Company by amicable means, and when he would much rather have received the money.

This defendant denies all fraud, or breach of trust, or imagination of fraud, in the transfers of the certificates of said quarter-sections of land, or any of them, to this defendant, and says that said transfers were received by him in good faith, without any knowledge or imagination of fraud, for the purposes in his original answer set forth; and if there was any fraud or wrong in said

Baum in transferring any of said certificates to this defendant, this defendant had no knowledge thereof or participation therein.

This defendant says that said Monroe court was exercising jurisdiction in fact over the lands and Territory in question, with the assent of the State of Ohio, and of the United States; and he is advised, and insists, that said court had jurisdiction in law in the premises, and that said proceedings were valid and effectual in law to pass the title of said lands. And this defendant says that the patents for the said quarter-sections were all obtained by this defendant in good faith, without fraud, or knowledge of fraud, for his own use and benefit, as he had good right to do, having thus acquired the right in satisfaction of his said claim against the Piatt Company.

This defendant has no reason to doubt that the papers whereof the exhibits G, H, and I purport to be copies, are genuine, and he infers therefrom, that if Baum could have induced Congress to restore lots Nos. one and two to him, on the ground or consideration of the original purchase by the company, he would of course have held, and been bound to hold, them for the company.

This defendant denies, as he has done in his original answer, that he acted by authority of Martin Baum in his negotiations with the Michigan University for said lots 1 and 2, or that he made the purchase from said University for said Baum, or in any other way than in his own right, and for his own benefit, with the intent, however, to offer to said Baum and others an interest therein, as in his original answer is stated; and this defendant was no agent in any of those transactions, *not* at that time for the complainant, nor for the Piatt Company, nor for the Port Lawrence Company, nor for their trustee.

At the sales of lots in Port Lawrence by the company, in September, 1817, this defendant purchased the lots Nos. 223 and 224, in Port Lawrence, having, by the terms of the sale, a right to bid thereon; and the purchase was made with the assent of the company, and of Martin Baum, the trustee, who issued to this defendant certificates of sale or title bonds therefor. Subsequent to that purchase this defendant sold the undivided half of those lots to Martin Baum, and said Baum and this defendant soon after erected on those lots, at great inconvenience and expense, a good and substantial warehouse, which was made ready to receive property the forepart of April, 1818; and they afterwards, during the summer of 1818, added thereto a dwelling house, designed for the accommodation of the company's transactions, residents, and travellers, being the only house there, except a small log cabin 16 feet square, occupied by a Frenchman.

This defendant was induced to make those improvements in part by the consideration that it tended to open a place of business on the town site, then an entire wilderness, and thereby increase the value of the town property. The improvements were well

known to the members of the Port Lawrence Company, who approved thereof, and commended defendant for his enterprise, more especially as the company jointly did not engage in any improvements. No money or other means of the Port Lawrence Company were used or applied to make these improvements by this defendant, nor by Martin Baum within the knowledge of this defendant; but the improvements were wholly made out of the individual means of this defendant and of Martin Baum. Those improvements were made, commencing late in the fall of 1817, and completed principally, if not entirely, before the close of 1818. And the whole amount of the expenditures on those two lots, including the purchase money paid to the company therefor, and the improvements aforesaid, were fully and truly stated in account rendered by this defendant to Martin Baum, as the foundation in part of the mortgage executed by said Baum to this defendant in August, 1823. This defendant retained no copy of said account, and has no means in his own possession of restating the same; but he believes that the exhibit attached to the answer of the co-defendant, Alexander H. Ewing, marked O, is a correct copy of that account. Said exhibit states the improvements on those lots at $1,027 61, which, with interest thereon to the 31st of August, 1823, and the instalments of purchase money paid to the company on said lots, with interest to the same time, amounted to $1,536 48.

This defendant had no interest in the lots Nos. 5, 22, 25, 26, 81, 104, 139, 272, 340, 372, 390, 399, or 400, or in any improvements thereon; and those were lots belonging to Benj. F. Stickney separately, and improved by him, for which, on relinquishment of the tracts 1 and 2 to Goverment, this defendant refunded him his money. The exhibit Q of complainant's bill blends this item with this defendant's improvements, but they are distinguished in the exhibit O to Ewing's answer. The mortgage from Baum to this defendant was to secure the balance of the above account, marked O, which balance is made by adding to the costs of improvements, purchase money and interest on said lots No. 223 and 224, the amount paid by this defendant to Benjamin Franklin Stickney for his purchase money and improvements on lots in Port Lawrence, as mentioned in the exhibit marked Q, attached to the complainant's amended bill, amounting to $1,082 93, and interest thereon, and two other small items of similar expenditure by this defendant for said company, amounting in all, as per said exhibit, to $2,727 41½, and deducting from that sum Martin Baum's half of the purchase money and improvements on said lots 223 and 224, and some other small credits, amounting together to $891 94, and leaving the balance of $1,835 47, for which said mortgage was given, bearing interest from the date to which interest is calculated in said account. All the vouchers of defendant in relation to this account were surrendered up to said Baum on settlement thereof.

This defendant further says, that all the purchase money received for sales of said lots, at the sales before referred to in September, 1817, was paid over to General William C. Schenck, one of the proprietors, who, by authority of the said company, was sent out to Maumee to assist this defendant in laying out Port Lawrence, and in the sales of lots therein, and by said Schenck paid over or accounted for to said Baum on the return of said Schenck, as this defendant understood afterwards from them both. This defendant had occasion to go to Sandusky to attend to business of the Sandusky Company so called, which might detain him some time, and as said Schenck proposed to return directly to Cincinnati, this defendant paid over to said Schenck the proceeds of the sales of lots in Port Lawrence as aforesaid, taking said Schenck's receipt to account therefor to said Martin Baum. The amount so received by said Schenck was $855 33, as appears by his receipt therefor, dated "Miami rapids, October 5, 1817," and made part hereof, marked A 6. And all the monies ever received by this defendant for sale of lots, or otherwise for said company, were paid over, and fully and fairly accounted for to said Baum.

This defendant understood and believes, that the tracts of land sold to Tromley and Prentis were sold to satisfy claims due to them for purchase money and improvements on lots sold them in Port Lawrence. This defendant denies all fraud or unfairness in the mortgage of August 27, 1823, and says that the same was received in good faith, in manner as stated in his original answer, and for the consideration herein above stated, being a debt justly due him from said Port Lawrence Company, and for which they ought to have paid him the money, as defendant earnestly desired at the time, instead of putting him off with such troublesome security; and defendant also denies that said mortgage was made by said Baum in violation of any trust or without authority, and says, that if such was the fact, this defendant had no notice, knowledge, or suspicion thereof, and on the contrary, this defendant understood and verily believed, that said Baum had full authority and right to make the same in security of a debt due from said company.

And defendant says, that by the terms and understanding on which the said lands were originally vested in said Baum as trustee, in 1817, said Baum, as the defendant understood the matter, was fully authorized to make said mortgage, and to sell, pledge, or in any way dispose of any of said lands, so vested in him by said company, in payment of any debts, or liabilities of said company; and this defendant never knew or heard that the authority of said Baum in relation to lands was subsequently restricted.

This defendant denies all fraud or fraudulent intent in the said proceedings in chancery on the mortgage aforesaid, or in the purchase of the property under the same, and says that he resorted to the said suit reluctantly, and would have preferred to have received his money. And he also denies that said proceedings in chancery

were coram non judice, or fraudulent or void; and he says, that the said court, before whom said proceedings were had, was exercising jurisdiction over the country including said lands with the assent of the State of Ohio, and of the United States, and, he insists, had in law and by right jurisdiction thereof. This defendant denies that he took said patents for the lands in controversy or any of them in trust for the said complainant, or for any of said Port Lawrence Company, but says that he took the same in his own right and for his own use and benefit, as he had good right to do.

This defendant further says, that the complainant was well acquainted with the existence of said mortgage, as early as January, 1824, and with the suit in chancery thereon during the progress thereof, and before the sale under the same, and was urged to make payment of said mortgaged debt, or of his share thereof, to prevent the necessity of a judicial sale, but wholly neglected and refused to make any payment, or pay any attention to the subject.

This defendant says, that he understood from Martin Baum, and believes, that said Baum fully accounted to said company for all the moneys of the company arising from the sales of their lots, or otherwise, and he believes the papers of said Baum's estate will show that fact, though this defendant has no papers or recollection from which he can state said Baum's accounts. Defendant understood that the proceeds of sales received by William C. Schenck, as above stated, were principally absorbed by accounts of said Schenck, for disbursements and personal expenditures on account of said company. The account marked Q, attached to the complainant's amended bill, so far as relates to any transactions of this defendant, and so far as this defendant had any agency or concern therein, is correct, according to the best of this defendant's knowledge and belief. This account does not purport to include all the transactions of the company from its commencement, but commences with the relinquishment of the lands in 1821, the prior transactions and accounts having been probably settled, or in some way adjusted, as this defendant understood it was from the time of the relinquishment that the complainant and other members of the company failed to contribute their shares to the expenditures of the company. It purports to show the amount owing by the company, for which Martin Baum was liable separately, as well as what he had actually paid for them, and an explanation of a certain credit accruing to "John H. Piatt and associates," growing out of the relinquishment of said lands 1 and 2; being apparently made out to be furnished to the proprietors to show them what amounts they must advance to save the joint property from sale, and settle up the concern. It includes the amount due to this defendant, under the item of $2,727 41½, the details of which are shown in the account O, attached to Ewing's answer. It purports to represent the purchase money due on outstanding certificates of lots sold in Port

Lawrence, and not then presented for payment, to the amount of $705 50, besides interest; the details of which appear to be stated in the exhibit U, attached to Ewing's answer, and this appears to be in addition to the balance of the account as stated. The money subsequently made by this defendant, by judicial sales of the company property under his attachment and mortgage proceedings, would stand on a credit to the company on this account, as between them and Baum's estate. This defendant recollects that at some period said Baum applied to him, while he, defendant, had no concern or agency in the business, and urged defendant to take the papers and state for him an account, showing the amount of claims against said Port Lawrence Company, alleging his own want of acquaintance with some of the details, as to which this defendant, he said, could state the account with much less labor than himself; and this defendant, as a matter of friendly accommodation to said Baum, with much labor made out such statement, and defendant thinks it probable said exhibit Q is that statement; and if so, it was made out, not in consequence of an agency at the time, but for the reasons aforesaid.

This defendant says that the exhibit D, attached to the answer of the defendant, Alexander H. Ewing, purports to be a copy of a bond from Martin Baum to the other members of what was called the Sandusky Company, or the Baum Company, and relates to the lands of that company, and not to those of the Port Lawrence Company, and has no relation to the lands now in controversy. This defendant never knew of any such bond being executed, and does not believe that such a one was ever in fact delivered by said Baum, or accepted by the persons therein named as obligees.

This defendant has been informed, and so he believes the fact to be, that the bond whereof said exhibit D purports to be a copy, was, at some period unknown to this defendant, signed by said Baum, and laid aside by him among his own papers, with the intent that other suitable writings in relation to his agency and trusteeship should be executed by the other members of said Baum Company, designating his powers and duties, and securing him against loss from the liabilities incident to his trusteeship; and thereupon said bond, or such other instrument as the parties might agree, should be delivered, and all proper writings should be exchanged; but that in fact the members of the company never agreed upon or made any writings between them and said Baum, and said bond was never delivered, or seen, or assented to, by the said obligees thereof, but was casually left by said Baum among his old papers, where it was found by his representatives and by them made an exhibit in this case. The exhibit J, attached to said Ewing's answer, purports to be a copy of a bond made by this defendant for the faithful performance of his duties as agent for the Baum Company, and relates exclusively to their lands, and has no relation to the lands of the Port Lawrence Company now in controversy.

The exhibit G, attached to said Ewing's answer, purports to be a copy of a bond of this defendant relating to the agency for the lands of the Port Lawrence Company, which said bond this defendant had taken up in the lifetime of Martin Baum, and in returning some papers (connected with the Sandusky Company's business, furnished this deponent by said Baum in defending a suit) to administrators of said Baum, said bond casually passed into their hands.

The exhibit L, attached to said Ewing's answer, purports to be a copy of a memorandum furnished by this defendant to Martin Baum after defendant's return from Sandusky and Maumee, the intent of which is to furnish Baum with information in relation to his trustee business.

Some time in April, 1823, this defendant having occasion to visit Maumee and Detroit, was applied to by said Baum to transact several items of business for him at Sandusky and Maumee, and some at Port Lawrence, and to furnish him sundry items of information, and particularly to effect a settlement of B. F. Stickney's claim for his purchase money and improvements on lots in Port Lawrence, for which said Stickney had commenced a suit in attachment against all the said company's property, under which attachment suit all creditors of the said company could file their claims; and as public feeling in that country was against the company, on account of their failure to pay out the Port Lawrence tracts 1 and 2, and make titles for the lots sold in Port Lawrence, said Baum was desirous of compromising with said Stickney, to enable him to make further efforts to get money from the members of the company to pay off their debts.

This exhibit L is a memorandum furnished to said Baum on defendant's return, of the business he had transacted and information he had collected for said Baum, and of his expenses incurred therein.

The exhibit K, attached to said Ewing's answer, this defendant believes to be a copy of a circular letter forwarded by said Baum to all the members of the Port Lawrence Company, calling on them to pay up their contributions to the shares of the claims against the company. The moneys advanced by this defendant to Stickney and others, in satisfaction of their claims against said company, were advanced at the request of said Baum, and regarded by both him and this defendant as money lent, which said Baum stood personally pledged ultimately to refund to this defendant.

The exhibit P, attached to Ewing's answer, purports to be a copy of account rendered by this defendant to Martin Baum. The Baum Company, for which said Baum, as this defendant understood, continued to act as agent to the time of his death, had laid out a town called Maumee, on the Miami of Lake Erie, and another, called Sandusky, on the Sandusky river; in both which towns defendant, individually, owned lots, as well as lands on the Maumee river, at

different points; and this defendant generally visited those places as often as once a year, to attend to his own affairs, and, on those occasions, was generally employed by said Baum to transact such items of business for him in those places as needed attention; and for so doing this defendant made some charge, to cover part of the expenses of his journey or his time. On such occasions this defendant was sometimes, and perhaps generally, furnished by said Baum with some memorandum in writing, showing his authority. The annexed papers, marked A 4, dated "Cincinnati, April 1, 1823," A 5, dated "Cincinnati, April 23d, 1824," "Cincinnati, 21st September, 1825," are papers of this kind, which defendant has found among his old papers, and there are probably others of a similar character, of different dates, which have not been preserved. In consequence of defendant's friendly relations with said Baum, and his acquaintance with the business in that region, defendant was in the habit of communicating information, and making suggestions to said Baum, in any matter deemed material to his interests; and it was in consequence of such circumstances, and the especial occasional authority above referred to, that this defendant transacted the business, and made the suggestions contained or mentioned in the several exhibits attached to said Ewing's answer, and not by virtue of any general or continuing agency, for no such agency existed after the spring or summer [of] 1818. The town of Maumee belonged to the Baum Company, called, in some of these exhibits, the Sandusky Company, and had no concern with the Port Lawrence Company. And the exhibit P, aforesaid, relates exclusively to the business at Maumee and Sandusky, and has no relation to the Port Lawrence business, or the concerns of that company.

The exhibit N, attached to said Ewing's answer, relates entirely to business at Maumee, in which the Port Lawrence Company had no concern, except the matters of Tromley and Prentice. These were claims for lots sold them in Port Lawrence, which this defendant had assisted to settle, with other like claims, at the request of said Baum, and which were finally settled by sale to them of the 60 acres in tract No. 86, in the beginning of 1823. The residue of this letter relates principally to the individual business of this defendant, but partly to business of said Baum in Maumee, to which this defendant had been attending, under said Baum's instructions, in the preceding year, but which had no concern with the Port Lawrence Company. The suit of Ewing, referred to in this letter, was an attachment issued by him against some of Baum's property in Maumee.

The exhibit S, attached to said Ewing's answer, is an account of receipts and disbursements for said Baum, on similar special agencies, and relates entirely to business at Sandusky and Maumee; having no relation to the Port Lawrence Company, except the item of $7 75 paid for surveying for Prentice and Tromley, which related

to the old transaction with them before referred to, in the settlement of which this defendant had been concerned, and therefore was paid by this defendant.

The exhibit M, attached to said Ewing's answer, relates to a tavern stand in Maumee held by Baum, for himself or the Baum Company, and to six lots occupied as appurtenances to said tavern, and belonging to this defendant. As the whole were rented together, this defendant wrote that letter for himself, so far as his own lots were concerned, and at the special request of said Baum so far as his interest was concerned; but the Port Lawrence Company had no concern with any of this property.

The exhibit W, attached to said Ewing's answer, purports to be an abstract of certain proceedings of the trustees of Michigan University—whether a correct abstract this defendant does not know; but this defendant knows that the original proposition made by him to said trustees for the exchange of lands, was made in his own name, and on his own account; but it appears by the report of their committee on the subject, that said report introduced the name of Martin Baum and others, and spoke of this defendant as acting as agent for them. This defendant cannot now recollect whether this form of the report of the proceedings of said trustees consequent thereon, was known to him at that period; but if it was, he must have considered it entirely immaterial, and adopted for the better satisfaction of some of the trustees, and the more correct correspondence with the state of the titles, as defendant has before explained; and this form of said proceedings did not arise from any agency in fact by this defendant for said Baum, or any other person in that transaction, for no such agency existed.

In relation to the exhibits attached to the answer of the administrators of John H. Piatt, this defendant believes the exhibit B. to be a copy of the circular sent to the several proprietors, and the account accompanying the same, herein before referred to. As to the exhibit C, of the same answer, purporting to be a letter of February 18, 1828, this defendant is entirely unacquainted therewith; but he says that the sum of $30, mentioned in that letter as paid by said administrators to this defendant, was never paid to this defendant, nor any part thereof. This defendant has understood, and believes, that one-half of the complainant's claim on the Port Lawrence Company lands, for which his bill is filed, has been assigned to the defendant, Alexander H. Ewing, as alleged in the bill, and that this suit, as to that half, is prosecuted for the benefit of said Ewing, in addition to the claims that said Ewing sets up in his answer adverse to those of this defendant.

This defendant further says, that, after he acquired the patents for the said tracts 1 and 2, as he has before stated, he proposed to Martin Baum, Jacob Burnet, and Micajah T. Williams, to sell to them each one-fourth of his interest in said tracts 1 and 2, and 86 and 87, with a view of attempting again to build up a town thereon.

Said Jacob Burnet declined the proposition, but said Baum and Williams concluded to purchase an interest in the lands, which this defendant sold to them accordingly, as stated in his original answer; and afterwards an interest of one-fourth of said tracts one and two was sold to Stephen B. Comstock. After the death of Martin Baum, this defendant purchased from his heirs and administrators all their remaining interest in the said lands, and received their deed of conveyance therefor, dated October 22d, 1833, to which the said Alexander H. Ewing and his wife, with others, are grantors, and this defendant paid them a full and fair consideration therefor; and as part of the consideration of said purchase, defendant agreed to indemnify the estate of Martin Baum against certain outstanding certificates given by him for lots sold in Port Lawrence, in or about 1817; pursuant to which, this defendant has taken up such certificates to the amount of about $484.

After the above proceedings, and before the commencement of this suit, this defendant conveyed to the defendant M. T. Williams, by deeds duly executed, his undivided half of all said lands, having long personally received from him payment in full of the purchase money. And this defendant prays that this, his answer, may be taken as a cross bill, as against any and all of the defendants, and against the complainant, so far as may be necessary for the full establishment of all this defendant's rights; and he insists that, if any claim the complainant has in the premises, the same is against the estate of Martin Baum, which is sufficient to satisfy the same, and not against this defendant. This defendant does not admit the transfers of interest in the said Port Lawrence Company, as alleged in the bill, he having no knowledge of such transfers, and requires proof thereof if such transfers exist. And this defendant still insists that this court has not jurisdiction of this case, and that the proper parties to the bill are not brought before the court. And this defendant denies all fraud and combination wherewith in and by the said bill he stands charged, and prays to be hence dismissed, with his costs, &c.

STATE OF OHIO, *city of Cincinnati, ss:*

Before me, Samuel W. Davis, mayor of the city of Cincinnati aforesaid, and ex officio a justice of the peace, personally came William Oliver, the above named defendant, and being duly sworn, maketh oath, that the facts stated in his foregoing answer, so far as stated from his own knowledge, are true, and so far as stated from information, he believes them to be true.

WILL. OLIVER. [L. S.]

Sworn to and subscribed before me, this 13th day of December, 1839.

SAM'L W. DAVIES, *Mayor.*

Exhibits referred to in the foregoing answer.

*Exhibit A* 4.

"CINCINNATI, *April* 1, 1823.

"I hereby authorize Maj. William Oliver to settle and receive the rent due me from the estate [of] I. Carlin, deceased, for tract number twenty-three, at the Miami rapids, for the year 1822, and also to make arrangements for the rent of the same tract for the year 1823.

"MARTIN BAUM."

*Exhibit A* 5.

CINCINNATI, *April* 23, 1824.

I have and hereby authorize and empower Major William Oliver to lease, let, and rent all the lands, in and out-lots, houses, and other property which I own, or of which I have the control, situate and being within the United States reservation on the Maumee river, for the present season, and also to collect all rents which may be now due on all or any of the said property.

MARTIN BAUM.

*Exhibit A* 5.

CINCINNATI, 21*st Sept.*, 1825.

I have and hereby authorize and empower Major William Oliver to lease, let, and rent all the lands, in and out-lots, houses, and other property which I own, or of which I have the control, situate, lying, and being within the United States reservation, on the Maumee river, for the ensuing season; and also to collect all rents or other moneys due me in and about the town of Maumee and Port Lawrence.

MARTIN BAUM.

*Exhibit A* 6.

MIAMI RAPIDS, *October* 5, 1817.

Received from William Oliver, agent, eight hundred and fifty-five dollars and thirty-three cents, the proceeds of sales of lots in the town of Port Lawrence, for which I am accountable to Martin Baum, of Cincinnati. $855 33.

Signed duplicates. W. C. SCHENCK.

*M. T. Williams' answer.*

The several answer of Micajah T. Williams, defendant, to the amended bill of complaint of Robert Piatt, complainant.

This defendant, saving all exceptions to the many untruths, uncertainties, and imperfections, in the said amended bill of complaint contained, for answer thereunto, or to so much thereof as this defendant is advised is material for him to make answer unto, he answers and says, that he adopts his answer heretofore made in this

cause, as his answer to the said amended bill, and prays that the same may be taken as a part of this answer.

And, in addition thereto, this defendant answers and says, that he has no reason to doubt that the exhibits S and T, attached to complainant's bill, are copies of instruments executed, as they purport to be, and defendant infers and believes, that said papers are part of the agreement and understanding, on which the lands in controversy were originally purchased, as set forth in this defendant's answer to the original bill; this defendant had no knowledge, at the time of the sales of lots in Port Lawrence in 1817, nor can he state whether the lots therein alleged in the bill to have been sold, were in fact sold, though he has since understood and believed that many of those lots were in fact sold, and he has never heard any complaint, till since the filing of the original bill in this case, against either Martin Baum or said William Oliver, for having become the purchasers of any of the lots in Port Lawrence, or for failing to account for lots in Port Lawrence sold by them, or either of them; nor does this defendant admit or believe, that either said Baum or Oliver failed to account for all such sales, and for all moneys received by either of them for said Port Lawrence Company, fairly, fully, and in good faith; nor does this defendant know what other lots were sold in the town of Port Lawrence.

This defendant denies, that the certificates or titles of the lands in question were first transferred to, and vested in, the said Martin Baum, in the year 1821, and that merely for the purpose of consolidation. But he says, that he always understood and believes, that the lands were transferred to said Baum in 1817, when he was first appointed trustee, and for the purposes of that trust; although, from information, defendant believes, that those first transfers were regarded as informal, and new and *and* more formal ones were executed in 1821, according to the rules of the land office; and defendant is confirmed in this belief, by the fact that said Baum, in all the sales of lands and lots prior to 1821, so far as this defendant knew, made the sales in his own name, and gave the certificates as title bonds in his own name, as though the title were vested in him.

And this defendant does not admit, that the said five quarter-sections were first transferred to said Baum in 1821, or for the purpose of consolidation merely; and he says, he has no knowledge, so far as he has any recollection of the subject, when, or for what purpose or consideration, said quarter-sections were first vested in said Baum; and he says, that he did not know, so far as he can recollect, for what purpose said quarter-sections were first transferred, nor has he, within his knowledge, any paper showing what that purpose was, nor any recollection of having seen any such paper.

This defendant denies, that shortly after the death of John H. Piatt, or at any other time, he entered into, or formed, or thought of any fraudulent combination or confederacy, or any combination

whatever, with said Martin Baum and William Oliver, or either of them, or with any other person whatever, for the purpose of cheating, or in any way injuring the complainant, or any of the members of the Port Lawrence Company, in relation to their said lands, or any interest therein, or in any lands whatever; or that he ever knew or suspected any such fraudulent design or intent on the part of said Baum and Oliver, or either of them.

This defendant had, at the time, no personal knowledge of the transactions on which the certificate for $213 07 was founded, but he has always understood that the same was for moneys advanced by Oliver, in good faith, to refund their purchase money to the purchasers of lots in Port Lawrence, after that town site had been relinquished to the United States.

And this defendant denies, so far as he knows or believes, that there was any fraud, or intention of fraud, in the proceedings in attachment, to collect the amount of said certificate, or in the transfers and conveyances in pursuance thereof; and if any such fraud, or intent of fraud existed, this defendant never had any notice or knowledge thereof; and this defendant understood and believed, and still believes, that said Oliver acquired the legal title and patents of said quarter-sections in good faith, in his own right, and for his own use and benefit.

This defendant has no reason to doubt that the exhibits G, H, and I, attached to said amended bill, are genuine papers; though he has no knowledge of those papers, but recollects hearing said Baum, at some time, speak of having made application to Congress on that subject; and this defendant infers from those papers, that said Baum, after the relinquishment of the town site of Port Lawrence, finding the other proprietors entirely neglecting to furnish him the means of paying off liabilities to the purchasers of lots in that town, and his other disbursements and liabilities for said company, felt very anxious to protect himself from further personal loss and sacrifice, by procuring, in some way, from the United States, the lots Nos. 1 and 2 in question, hoping thereby to protect himself from the liability to refund to the purchasers, as well as provide means for paying the debts of the company; and if said Baum could have thus obtained the title of said lots, defendant believes he would have held the same for the company, as he ought to do in such case; though this defendant believes, that said Baum made that application to Congress of his own mere motion, and not in pursuance of any order or direction from the company; and this defendant had no knowledge of any action of the company, relating to any such application, nor had this defendant any agency therein.

This defendant had at the time no knowledge of the execution of the mortgage referred to in the bill from Baum to Oliver, dated August 27th, 1823; but he has understood and believes, that the same was fairly and honestly made to secure moneys advanced

by said Oliver on lots in Port Lawrence and improvements thereon, and to extinguish the claims of others for purchase money and improvements on lots in that town; nor does this defendant admit, nor did he ever know or suspect, that there was any fraud or unfairness in making said mortgage, or in any of the proceedings at law therein in favor of said Oliver, or in acquiring the absolute title by said Oliver pursuant thereto; and this defendant believes that said mortgage was made in good faith, said Baum having full right and authority to make the same; and that the legal title to said mortgaged premises, and the patents therefor, were acquired by said Oliver in good faith, in his own right, and for his own use and benefit; and this defendant always understood and believes that said Baum, by the terms of the trust by which he held said lands, had full authority to mortgage or otherwise dispose of said lands for the securing or satisfying the claims against said company.

This defendant denies that at or before he received the deeds for the lots and tracts of land in controversy, and paid the purchase money therefor, he had any notice, or knowledge, or suspicion, that the complainant, or the members of the said Port Lawrence Company, or their assignees, had any equitable right or claim to said lands, or any part thereof, or that this defendant received said conveyances as trustee, or in any way in trust for said company, or any of them, or their assignees.

This defendant believes the exhibits P & Q, attached to the complainant's bill, to be copies of a circular letter and account sent by Martin Baum to the members of the Port Lawrence Company, as this defendant has heard said Baum repeatedly speak of his having made fruitless applications to them, particularly the Piatt Company, for the purposes and to the purport contained in said letter and account, and this defendant was, at the same period, applied to by said Baum to the same effect. This defendant has understood that one-half of the complainant's interest or claim, whatever it be, has been transferred to the defendant, Alexander H. Ewing, for whose benefit this suit is prosecuted in part, and so this defendant supposes the fact to be.

This defendant says and insists, that the estate of Martin Baum is sufficient, as he verily believes, to satisfy any claim the complainant may have, if any, and that his estate ought, in equity, to be first subjected thereto. And he does not admit, nor does he know, the transfers of interest, nor the residence of parties, as set forth in the bill, nor who are the legal representatives of the original members of the Port Lawrence Company or their assigns; and this defendant insists, that this honorable court has not jurisdiction of this case as it stands, and that the proper parties are not made to the bill. And this defendant prays that this answer may be taken as a cross bill against the complainant, and any of the defendants, so far as may be necessary for the full assertion and establishment of this defendant's rights in the premises.

This defendant has no knowledge of any such paper as that, whereof the exhibit D, attached to the answer of the defendant, Alexander H. Ewing, purports to be a copy, and he never knew of the existence of any such paper; and he believes from what he has understood, if there is such a paper, it was drawn up by said Baum with reference to other papers, to be executed concurrently therewith by the company, and left among his own papers, and never delivered or intended to be effectual. And this defendant denies all fraud and combination wherewith, in and by the said bill, he stands charged, and humbly prays to be hence dismissed with his legal costs and charges in this behalf most wrongfully sustained, &c. M. T. WILLIAMS.

STATE OF OHIO, *city of Cincinnati, ss:*

Be it remembered, that before me, Samuel W. Davies, mayor of the city of Cincinnati aforesaid, and ex-officio justice of the peace, personally came Micajah T. Williams, the above named defendant, and being duly affirmed according to law, made solemn affirmation that the facts stated in the foregoing answer, so far as stated from his own knowledge, are true, and so far as stated from information he believes them to be true.

Affirmed to and subscribed before me, this 14th day of De-
[L. S.] cember, 1839.

SAML. W. DAVIES, *Mayor.*

Whereupon Robert C. Schenck filed his answer, which is in the words and figures following, to wit:

*R. C. Schenck's answer.*

The separate answer of Robert C. Schenck, who is defendant with William Oliver, Micajah T. Williams and others, to a bill of complaint exhibited against them by Robert Piatt, of the State of Kentucky, in the seventh circuit court of the United States, in and for the district of Ohio.

This respondent, saving all benefit of exception to the said bill of complaint, in answer thereto, or to so much thereof as he is advised it is material for him to answer unto, says: That he is informed and believes, and therefore admits, that the complainant and the several other persons whom he names in that connection in his bill, did unite their interests in the several tracts of land mentioned in the bill for the formation of the Port Lawrence Company, in the manner and for the purposes stated in said bill; that Martin Baum was constituted and acted as trustee for the association; that William Oliver was appointed and acted as agent for, and in behalf of the same; that the town of Port Lawrence was laid out, and established, and lots sold; that the tracts Nos. 1 & 2, on which said town was principally situated, were subsequently relinquished, or forfeited to the Government, and then afterwards recovered by exchange with the University of Michigan; as these

matters are all severally alleged in the complainant's bill. This respondent was in no manner interested in, nor a party to any of those transactions, but derives his knowledge of them entirely from other persons. The claim and right which this respondent has since acquired to a portion of the real estate in question, he will now proceed to set forth and explain. At the sale of the lots in Port Lawrence, Egbert T. Smith, then and now of Warren county, in the State of Ohio, as assignee of William C. Schenck, (the father of this respondent,) who was the original purchaser, became the proprietor of in-lot numbered *one*, in said town, for the sum of one hundred dollars, to be paid one-fourth in hand, and the remainder in three equal annual payments, as in and by the original certificate or title bond, dated September 20th, 1817, and signed by Martin Baum, the trustee of said company, will more particularly appear—the said title bond being filed herewith (marked S. S.) as part and parcel of this answer. The first payment of twenty-five dollars was made by the said Smith on the day of the execution of the said title bond, as therein appears, and the second instalment of twenty-five dollars was also paid when it became due on the 20th September, 1818, as will appear by reference to the original endorsement of a receipt for the same on the bond. This lot No. 1 contained about three-quarters of an acre of ground, lying in a bend of Swan creek, within the original tract No. 3, and was, as defendant is informed and believes, the only portion of tract No. 3, which was within the plat of Port Lawrence. By reference to the original plat of that town, it will be found designated as "Bass Point." It is not included within the plat of the present town of Toledo, but immediately adjoins it on the south, lying on the north-east side of Swan creek. Before the third and fourth instalments upon said lot became due, it was ascertained and generally known, and so announced, as this respondent is informed and believes, by the Port Lawrence Company, or its representatives, that the company would not be able to complete its engagements with the United States, or in making payment for lands, and that the tracts which had been entered, or a part of them, including the town plat of Port Lawrence, would be lost by forfeiture.

And this report was verified by the relinquishment of tracts Nos. 1 and 2, in 1821, under the act of Congress of the 2d March, 1821, as stated in the bill. The purchasers of town lots, at the sale in 1817, had thus been deterred and prevented, by the embarrassments of the company, from completing their payments; and among the rest, the third and fourth payments to be made by the said Smith, for lot No. 1, were suspended; and although that particular lot, as this respondent long afterwards, and since he became the assignee of said Smith, ascertained, was included within a tract not surrendered, yet it lost, at the time referred to, all its relative value as a town lot, and remained, in fact, no longer such, all the rest of the town plat having passed back from the proprietors to the Govern-

ment. Indeed, this defendant is informed and believes, that not only were the purchasers of the town lots deterred from completing their payments, by the apprehension that the company would become, on its part, divested of title, but Martin Baum, as agent or trustee, declined, in view of that contingency, to receive the last instalments for lots sold.

On the 8th day of April, 1831, as will appear by reference to an endorsement then made on said title bond, this respondent, for a good consideration, became the assignee of all the interest of the said Egbert T. Smith in the said lot No. 1. Immediately after becoming, by this assignment, the possessor and owner of the said title bond, and of the equitable title thereby derived to lot No. 1, this respondent proceeded to ascertain the value of his interests, and the prospect of securing the legal title, or of procuring that part of the purchase money which had been paid to be refunded to him. In pursuance of this object, he forwarded the title bond with instructions to Thomas A. Jones, a gentleman then residing in Cincinnati, directing the said Jones, as his agent and attorney, to call on Martin Baum, who was living in Cincinnati, and any other person who might be representing the interests of the Port Lawrence Company, to ascertain what the company would do in the premises; this respondent and the said Egbert T. Smith being then entirely ignorant of the condition of the affairs of said company, and not knowing in whom the legal title to the lot in question then rested. Mr. Jones applied without delay, as your defendant was informed and believes, to the said Martin Baum, for information as to the condition of the company and its titles, and demanded the adjustment of the claim of this respondent; and received for reply from said Baum, that the purchase money which had been paid would not be refunded, but that the company had title to the land, and could, and would make a deed to this respondent, according to the contract, when the terms of the same should be complied with by payment of the remainder of the purchase money, and stating that an opportunity for that purpose would thereafter be offered to this respondent, as the town plat was soon to be established again, according to the original design.

This respondent received, in April, 1831, from the said Jones, who soon afterwards deceased, a letter, which he knows to be in the proper handwriting of him, the said Jones, communicating the result of his interview in behalf of this respondent with the said Baum; and to which letter (marked S T) this respondent refers, that it may be taken as a part of this answer. The town of Port Lawrence was never laid out again, according to the original plan or design; but the city of Toledo was some time afterwards established in part on the same ground, not including, however, as before stated, the parcel of land to which this respondent claims title. In August, 1831, this respondent was himself at Cincinnati, and inquired after the claim in question, and found it still rested upon

the promise of Martin Baum to make him a title; and he about the same time communicated to said Baum his readiness and willingness to pay the remaining balance of the purchase money, whenever the company, or its representatives, should be prepared to complete, and would complete the contract on their part. During the visit of this respondent at that time in Cincinnati, his attorney and agent, the said Jones, died in possession of the said title bond, and this respondent was unable, until a long time afterwards, to recover possession of it from among his papers. In the mean time, some time during the month of December, 1831, according to this respondent's recollection, Martin Baum died; and so the subject, as between him, representing the Port Lawrence Company, and this respondent, remained open and unadjusted. Some time subsequently, this respondent having understood that his co-defendant, William Oliver, was acting, or authorized to act, in behalf of the Port Lawrence Company, or on account of himself and others, claiming, under some pretence, a title to the lands which include the parcel belonging to this respondent, applied to him, through another friend and agent of the respondent, William M. Corry, an attorney residing at Cincinnati, presenting the title bond, with an offer to pay the amount of the purchase money remaining due and unpaid, if the legal title should be conveyed, as required, to this respondent. But to this application, as this respondent is informed by the said Corry, and believes, there was no satisfactory answer made by said Oliver. Subsequently, in October, 1836, this respondent went himself to the house residence of Oliver, near Cincinnati, and again made a formal offer to pay all that was due, principal and interest, of the purchase money for said lot No. 1, and demanded a conveyance of the legal title; but the said Oliver refused to make such conveyance, nor would he give any satisfactory information then to this respondent, as to what he would or was willing to do; though in an interview at Columbus, two years or more afterwards, he intimated to this respondent a willingness to refund the two payments of 1817 and 1818 to this respondent, with interest, if the title bond were surrendered. This respondent, after such long delay and difficulty in the matter, was unwilling then, as he is now, to release his claim upon any such condition; believing that he is fairly entitled to the legal title to said parcel of ground, and confidently hoping and praying that, on the hearing of this cause, the court will decree that the said Oliver, or whatever other party may be in possession of the legal title thereof, shall convey and release the same to him, upon his paying the proportion of the purchase money yet remaining due, which he avers that he is now, and ever has been, ready to do.

This respondent would refer the court, in connection with the facts herein above stated, to the exhibits marked U and T, on file with the answer of Alexander H. Ewing, one of the defendants in this cause, and asks that the same may also be taken as a part of this

answer. The paper marked U, the original of which this respondent believes to be in the handwriting of the said William Oliver, purports to be an "abstract of lots sold in Port Lawrence in 1817, which are unredeemed, and for which the proprietors are liable, so far as payments have been received, with interest from date of receipts;" and the said paper contains, inter alia, a memorandum in the following terms, made opposite to the entry of "lot No. 1," sold to "Smith, assignee of W. C. Schenck," to wit: "this lot is on tract No. 3, and the company can make title."

The paper marked T is a copy of an account stated between the agent and proprietors of Port Lawrence, and refers to the list of certificates for the sum of $705 50, as the gross amount of moneys to be refunded to the purchasers of lots, and in which said sum of $705 50 it will be found that nothing is included for lot No. 1. From this it is manifest that it was never contemplated, either by Baum or Oliver, that anything should be refunded to the holder of the certificate for lot No. 1; but that they contemplated that such holder should at some future day receive a deed for the lot in question; and this is all that the respondent now demands and prays may be decreed to him.

ROBERT C. SCHENCK.

UNITED STATES OF AMERICA,
*7th circuit court, State of Ohio, ss:*

Personally came into open court Robert C. Schenck, who, being duly sworn, on his oath says, that the facts set forth and stated in the above answer, as of his own personal knowledge, are true, and that the facts therein contained and stated, as derived from the information of others, he believes to be true.

ROBT. C. SCHENCK.

Sworn to and subscribed in open court, July 5, 1839.

WM. MINER, *Clerk.*

*Exhibits referred to in the foregoing answer.*

Exhibit S. S.

It is hereby certified that Egbert T. Smith, of Franklin, and State of Ohio, assignee of W. C. Schenck, did, on the 20th day of September, 1817, become the purchaser and proprietor of in-lot numbered one, at one hundred dollars, lying and being in the town of Port Lawrence, on the Miami bay, of which sum the said Egbert T. Smith has paid twenty-five dollars, the amount of the first instalment. Now, if the said Egbert T. Smith shall pay to Martin Baum, or his lawful agent, the further sum of twenty-five dollars, in three equal yearly payments, with interest thereon, to be computed from the date hereof, (which interest shall be released in case the payments be punctually made,) then, in that case, the said Martin Baum doth obligate and bind himself, his heirs, executors, and adminis-

trators, to convey the said lot or parcel of land to the said E. T. Smith, or to his assigns, by deed, in fee simple, as soon as a patent can be obtained therefor from the United States, by complying with the terms of purchase.

And it is further understood and agreed, that if the whole amount of the purchase money, together with all interest due on the same, be not made when the last instalment becomes due, then the above described lot or parcel of ground shall revert to the present proprietors, and all right and title of the aforesaid to the above ground shall cease and determine.

In witness whereof, the said Martin Baum hath herennto set his hand and seal the 20th day of September, 1817.

MARTIN BAUM.

Endorsed: Received, Cincinnati, 20th September, 1818, of E. T. Smith, by the hands of W. C. Schenck, twenty-five dollars, being the second instalment on the within mentioned lot.

MARTIN BAUM.

I assign all my right and interest to the within certificate to Robert C. Schenck.

EGBERT T. SMITH.

APRIL 8, 1831.

*Exhibit S T.*

CINCINNATI, *April* 24, 1831.

MY DEAR SCHENCK: I received your letter of the 18th instant, and called upon the same day to see Mr. Baum; his wife's sister had died the day before, and of course I did not then press the matter. Yesterday, however, I again saw him, and now give you the result of the interview. He admits all the facts that are material—says that the land has again reverted to the original proprietors, that the town will be laid out, and the lots sold in pursuance of the original design. He will not refund the purchase money, but is willing to make a deed for the lot so soon as the terms of the contract are complied with. I understand from a good source that the tracts in question, though forfeited, were afterwards, in some mode, transferred by Government to a college in the district where or near where the lands are located. The original proprietors made an exchange for other land, and thus then again become the possessors of the patent. It is now in the hands of Major Oliver. I am induced to believe (not from the representations of Mr. B., but from another source) that the land will soon become very valuable. Had you not better defer having recourse to judicial proceedings until you have ascertained the probabilities of an increased value of the property? This is all the information now in my power to communicate. Should any other facts come into my possession, I will immediately announce them to you. I retain the bond subject to your order, but will return it by the first private opportunity.

I expect to [be] admitted next month, though I am somewhat fearful of a hard examination. It may be that you see me in your place ere long.

I understood from Miss Bartow that my old friend Halsey was shortly to take a rib; she goes up on the occasion; tell him an invitation might be an inducement for me to accompany her.

We have much excitement here among the merchants and speculators, owing to the hostilities in Europe. Much money has already been made by the speculations in whiskey and flour.

Remember [me] to all old friends, and believe me your friend.

T. A. JONES.

R. C. SCHENCK, esq.

P. S. You were in error in supposing Lytle were concerned. There were a number, and among them Burnet, Finlay, and Piatt, I think. If you institute a suit I will obtain all the names for you.

T. A. JONES.

And thereupon the complainant, by his solicitor, filed his replication to the separate answers of William Oliver and Micajah T. Williams, which said replication is in the words and figures following, to wit:

*Robert Piatt's replication.*

The replication of Robert Piatt, complainant, to the separate answers of William Oliver and Micajah T. Williams, two of the defendants to the original and amended bills of complaint exhibited against them and others in the honorable the 7th circuit court of the United States, district of Ohio, by this repliant.

This repliant, saving and reserving to himself all and all manner of exceptions to the insufficiencies of, and the untruths which said answers contain, for replication thereto, saith he will aver, maintain, and prove his said amended bill of complaint to be true and sufficient in the law to be answered, and that the said separate answers of the said defendants are untrue and insufficient in the law to be replied unto by this repliant. Without this, that there is any other matter or thing in said answers contained, not herein and hereby sufficiently replied unto, confessed, or avoided, traversed, or denied, is true; and this he, the said repliant, is ready to aver, maintain, and prove, when and where this honorable court shall direct; and prays as in and by his amended bill he has already prayed, &c.

THOMAS SCOTT,
*Solicitor for Complainant.*

Whereupon the following agreement was filed, to wit:

7th Circuit Court U. States, *District of Ohio:*

Robert Piatt
vs.
Wm. Oliver and others. } In chancery.

By agreement of parties, and their counsel, depositions in this cause may be taken by either party before any judge of a court of record, justice of the peace, mayor of a borough or city, or notary public, on giving notice by the adverse party to the other, at least at the rate of one day for every twenty miles' travel from the residence of the parties to the place of taking the depositions. And no notice shall be accepted, unless such time be given between two places of taking depositions; and to such depositions no exceptions shall be taken to mere formal matters.

*Dec.* 19, 1839.

V. WORTHINGTON,
*Solicitor for Oliver & Williams.*
THOMAS SCOTT,
*Complainant.*
WRIGHT & WALKER,
*For Ewing, Piatts & Schenck, deft's.*

And this cause was continued. And afterwards, to wit, at the July term of said court, which was begun and held on the sixth day of July, A. D. one thousand eight hundred and forty, came the respondents, Jacob Burnet and John G. Worthington, and filed in said court their respective answers, which read in the words and figures following, to wit:

*J. Burnet's answer.*

7th Circuit Court U. S., *O. D.:*

William Oliver et als.,
*ads.*
Robert Piatt.

The several answer of Jacob Burnet, one of the defendants to the amended bill of R. Piatt, complainant.

This defendant, saving, &c., for answer to the said amended bill, or so much thereof as he is advised to be material for him to answer unto, answereth and saith: he was interested with Martin Baum and others, about the year eighteen hundred and seventeen, in the purchase of sundry tracts and lots of land on, and near, the Miami river of the Lakes, and advanced divers sums of money thereon, as required by the said M. Baum. Some time afterwards this respondent sold and assigned, to the Hon. John Rowan, of Kentucky, one equal moiety of all his interest in the said lands. This defendant paid but little attention to the management of the affairs of the said company, but well remembers that an agreement was made with the company, in which the complainant had an interest, for the

purchase of some lots or tracts of land for the joint benefit of that company, and of the one in which this defendant had an interest, and that some purchases were made at very high prices for the joint benefit of the two companies.

And this defendant, in further answering, saith, that in consequence of the pecuniary embarrassments existing at that time, and the difficulty of getting funds to complete the payments to the United States on the land purchased as above, it was agreed by the two companies to avail themselves of the act of Congress of eighteen hundred [and] twenty-one, and to relinquish parts of the lands purchased on joint account, including the lots on which Port Lawrence had been laid out. This defendant agreed, so far as his interest was concerned, to the said relinquishment, and understood, and believes that it was agreed to by both companies; and from that time this defendant has not pretended to own, nor has he claimed or disposed of any interest in the tracts so relinquished. This defendant never understood or believed that said relinquishments were made, in whole or in part, with an expectation of repurchasing the lands, and is fully persuaded that, if there had been such an understanding, he must have known it; on the contrary, when the said relinquishments were made to the Government, this defendant supposed that his interest in the lands relinquished would forever cease.

And this defendant, in further answering, saith, that some time before the death of M. Baum, he cannot state how long, the said M. Baum informed this defendant that William Oliver, one of the defendants, had become the owner of the tracts on which Port Lawrence had been laid out; that he intended to lay out another town on the premises, and offered to take in two partners, provided they would pay him their equal proportions of what the land had cost him, which this defendant thinks was stated to be about four thousand dollars; at the same time he informed this defendant that he had agreed to take one share on those terms, and advised this defendant to take the other, which was declined. This defendant afterwards understood that it was taken by the defendant M. T. Williams.

And this defendant, in further answering, saith, that some time after the death of M. Baum, Alexander Ewing, then married to one of the daughters of the said M. Baum, called on this defendant and required payment of a balance, which he said appeared to be due to the estate of the said Baum for expenses incurred during his agency. This defendant being conscious that he had paid all the requisitions which had been made, refused payment of the claim; but to avoid a controversy with the family of the said Baum, who was a friend and relative by marriage, this defendant offered to relinquish all his interest in the concern; and shortly after executed a release, prepared by the said Ewing, of all his remaining interest in the property of the company, which he did not suppose was of great value, and for which he received no consideration.

And this defendant further avers, that he has no interest, legal or equitable, in the matters in controversy, and humbly prays to be herein dismissed, with his reasonable costs, &c.

J. BURNET.

*J. G. Worthington's answer.*

OHIO CIRCUIT, U. S. COURT, *ss:*

JOHN G. WORTHINGTON et als., *ads.* ROBERT PIATT. } Chancery, July term, 1840.

The several answer of John G. Worthington, one of the defendants, to the bill of Robert Piatt.

This respondent, reserving to himself all manner of exceptions to said bill, for answer to so much thereof as he deems material to answer, says, that so far as complainant has set forth the original formation of companies to purchase lands; their agreement to unite their interest; the purchase, surrender, repurchase; the appointment of Oliver as agent, and Baum as trustee; the laying off the town of Port Lawrence; the subsequent exchange by Oliver, as agent of the trustee, with the Michigan University; and the acquisition of title by said agent, and his claim to hold the same to himself, to the exclusion of the beneficiaries of his trust, and his neglect and refusal to account, he admits the allegations of the complainant to be, in substance, true.

This defendant further says, that having learned from William M. Worthington that he had sold to Israel T. Canby an undivided half of his interest in the lands purchased by the Piatt Company, referred to in complainant's bill, at the sale at Wooster in 1817, also referred to, and having understood, too, from different sources, that the said lands were very valuable, he wrote in January, in the year eighteen hundred and thirty-six, to said Canby, to ascertain from him whether he would sell the interest he had so purchased from the said Worthington in the lands held by the Piatt Company, as aforesaid; that, in March of the same year, the said Canby wrote to this defendant, and expressed his willingness to sell; and that, on the fourteenth day of April, in the year eighteen hundred and thirty-six, this defendant became the purchaser of all the interest held by said Canby in said lands, &c., by virtue of his purchase from said Wm. M. Worthington, as will fully appear by reference to the annexed copy of the instrument of conveyance from said Canby to this defendant, marked A, and which he prays may be taken as a part of his answer. And this defendant prays that his interest may be protected by this honorable court, and that he may be dismissed hence, with his costs, &c.

JOHN G. WORTHINGTON.

UNITED STATES CIRCUIT COURT,
*Within and for the district of Ohio:*

July term, A. D. 1840.

I, John G. Worthington, being duly sworn, depose and say, that all the several matters and things which are stated in the foregoing answer, as from the information of others, I believe to be true; and that all the several other matters and things therein set forth are true, in substance and in fact.

JOHN G. WORTHINGTON.

Sworn to, and subscribed in open court, this 8th day of July, 1840.
WM. MINER, *Clerk.*

*Exhibit A.*

A copy of conveyance from I. T. Canby to John G. Worthington.

Be it known, that I, Israel T. Canby, for and in consideration of three thousand dollars, to me in hand paid, the receipt whereof I hereby acknowledge, by John G. Worthington, have conveyed, granted, and assigned over, and by these presents do convey, grant, and assign over, to said John G. Worthington, all my right and title to, and interest in, certain property, bought by a company, composed of John H. Piatt, now deceased, Robert Piatt, Gorham A. Worth, and William M. Worthington, and the same interest I hold by virtue of a bond executed to me by said William M. Worthington. The property lies on the river Miami of the Lake, or near to it, at the junction of Swan creek with said river.

Witness my hand and seal, this 14th April, 1836.

I. T. CANBY. [L. S.]

Witness: BENJAMIN D. SWIT.

And thereupon, by consent of parties, it is ordered, that the parties file, forthwith, such papers and documents as they intend to use in evidence, and which they now have in Columbus; and that either party be at liberty to file other documents and papers to be used in evidence in this cause, at any time before the first day of August next; and depositions may be taken, on due notice, and filed before the fifteenth day of August next; and that on said fifteenth day of August, or at any time previous to that day, the papers filed are to be handed over by the clerk to Thomas Scott, one of the counsel for complainant, who is to make out his argument in writing, and deliver the same, with all the papers, to Thomas Ewing, one of the counsel of Oliver and Williams, by the thirteenth day of August, and said Ewing, in fifteen days thereafter, is to hand said papers and Scott's argument, with his reply, to Judge Wright, who, in fifteen days, is to hand said papers and arguments, with his reply thereto, as well as his reply to the arguments of Oliver and Williams' counsel, to be furnished him at Cin-

cinnati, to said Oliver and Williams' counsel, at Cincinnati, who, in ten days, will hand the same, with their reply, if any, to Judge Gustavus Swan, of Columbus, who will prepare his reply, and shall, by 10th November next, transmit said papers and arguments to Judge McLean, as he may direct; and if, upon the merits, the court shall decree for the complainant, then, and in that case, the said Oliver and Williams may be required to make such further answers as the court may direct. The costs of said transmissions, if any, to abide the event of the suit.

And thereupon, the parties filed the following exhibits and documents in pursuance to the order of court, viz:

*Agreement—Williams, Oliver, and Comstock.—T.*

Memorandum of an agreement made this nineteenth day of September, in the year of our Lord eighteen hundred and thirty-two, by and between Micajah T. Williams and William Oliver, of Cincinnati, in the State of Ohio, of the first part, and Stephen B. Comstock, of Adrian, in the Territory of Michigan, of the second part, as follows, viz:

The said Williams and Oliver agree to sell to the said Comstock and his heirs, on the terms and conditions, and for the considerations, as hereinafter contained, one equal undivided fourth part of the tracts of land Nos. one and two, at Port Lawrence, on the Maumee river, near Lake Erie, for the sum of twelve hundred and fifty dollars, payable in manner hereinafter stated, and for the services to be performed by said Comstock as hereinafter stated. And the said Comstock, on his part, agrees to pay the said sum of twelve hundred and fifty dollars, by building on said premises, within one year from the date hereof, a warehouse and wharf, and by making and improving the streets thereon, all, or either, as may be esteemed most conducive to the interest of the proprietors; the fair cost of which improvements shall be reported to said Williams and Oliver, and three-fourths of that cost be credited to said Comstock, on account of said sum of twelve hundred and fifty dollars; the said buildings and improvements to be made and conducted according to any directions said Williams and Oliver may see proper to give, and to be done always in a good and faithful manner.

And it is further mutually agreed, that all such further improvements and buildings shall be made on the said premises, as the said Williams, Oliver, and Comstock, or a majority of them, shall direct or require, to which each of the parties, as also the interest owned by the estate [of] Martin Baum, shall contribute in proportion to the amount of his interest.

And it is further mutually agreed, that the said Comstock shall forthwith settle at the said town of Port Lawrence, and continue to reside there and act as the agent for the proprietors, in relation to all business of said town—superintending all improvements of

the proprietors, selling lots, arranging streets, adjusting all difficulties, making partition among the proprietors, and generally transacting all business of the proprietors relating to said town, which they, or a majority of them, shall deem proper, or request to be done, and so to continue to act as such agent, so long as the property shall remain undivided among the proprietors, or the proprietors shall continue to act together as jointly concerned in conducting the town—all which agency business shall be free of charge; and the said Comstock covenants to conduct all the said business faithfully and according to the best of his skill and ability, and to render just accounts of all his proceedings, whenever requested so to do, to the said Williams and Oliver, and to pay over to them all moneys or other property received by him for the proprietors, excepting his own share thereof, or to appropriate the same according to the directions of a majority of the proprietors, and to keep the said Williams and Oliver advised of his proceedings.

And it is further agreed, that the said Comstock shall be considered as a proprietor of said town of Port Lawrence, under the terms of the original articles of agreement between the said Williams and Oliver, and Martin Baum, now deceased, dated May 16, 1831, as the fourth person there provided to be taken into said company, and shall be entitled to a deed for his interest, on complying with the agreements in this present article contained, on his part to be performed, according to the terms of the said articles of May 16, 1831, and shall be bound by the terms of said articles, in relation to partition, sales, and survivorship, and the improvements of the town; and shall faithfully devote himself to the improvements of said town.

In testimony whereof, the said Micajah T. Williams, and William Oliver, and Stephen B. Comstock, have hereunto set their hands and seals, the day and year first above written.

(Signed duplicates hereof.)

M. T. WILLIAMS, [L. S.]
WILL. OLIVER, [L. S.]
STEPHEN B. COMSTOCK. [L. S.]

Signed, sealed, and delivered in presence of
JOSEPH PERRY,
MORRIS SYMONDS.

*Baum to Oliver—Power of attorney.*

Know all men by these presents, that I, Martin Baum, of Cincinnati, in the county of Hamilton, State of Ohio, have made, constituted, and appointed, and by these presents do make, constitute, and appoint, William Oliver, of the same place, my true and lawful attorney, for me, and in my name, and for my benefit, to lay out a town on any of the lands purchased by the said William Oliver, at Wooster, in the month of July, eighteen hundred and seven-

teen, situated at the lower rapids of Sandusky river, within the United States reserve of two miles square, and to sell lots in the said town, in such manner, and on such terms, as he may judge most for my interest; and to grant certificates, in the nature of title bonds, to the purchasers of lots so sold.

And I do further authorize and empower my said attorney to sell and dispose of all, or any part of sixty-four several lots or tracts of land purchased by said William Oliver, at Wooster, and transferred by the said William to me, which lots and tracts of land are situate in the United States reserve of two miles square, at the lower rapids of the Sandusky river, and within the United States reserve of twelve miles square, on the Miami of Lake Erie, excepting and reserving from the operation of this power six lots of land, situate at, and opposite the mouth of Swan creek, on the Miami river of Lake Erie, being lots numbered one, two, three, four, eighty-six, and eighty-seven; and my said attorney is hereby authorized to make one or more agents under him, and to do all matters and things necessary to affect the premises, hereby ratifying and confirming whatever my said attorney may lawfully do in the premises, by virtue of these presents.

In witness whereof, I have hereunto set my hand and seal, this day of August, eighteen hundred and seventeen.

MARTIN BAUM. [L. S.]

Signed, sealed, and delivered in the presence of
ANDREW M. BAILEY,
W. R. SCHENCK.

THE STATE OF OHIO, *Hamilton county, ss:*

Before me, John Mahard, a justice of the peace in and [L. S.] for the said county, personally appeared Martin Baum, the above named grantor, who acknowledged the above and foregoing power of attorney to be his voluntary act and deed, for the uses and purposes therein mentioned.

In testimony whereof, I have hereunto set my hand and seal, the 14th day of August, 1817.

JOHN MAHARD.

THE STATE OF OHIO, *Hamilton county, ss:*

I, John S. Gano, clerk of the court of common pleas, within and for the county of Hamilton aforesaid, do hereby certify that John Mahard, esquire, before whom within and foregoing acknowledgment appears to have been made, is, and was at the time thereof, one of the justices assigned to keep the peace within and for the county aforesaid, duly elected, commissioned, and sworn into office, and that full faith and credit are due, and ought to be given, to all his official acts as such, as well in all courts of record as thereout.

In testimony whereof, I have hereunto set my hand, and [L. S.] affixed the seal of our said court of common pleas at Cincinnati, this fourteenth day of August, A. D. 1817.

JOHN S. GANO, *Clk. H. C.*

*Letter of Baum to Oliver.—Compensation.*

CINCINNATI, *August 14th*, 1817.

SIR: You will observe by the power of attorney this day handed to you, that you are appointed an agent to lay out a town at the mouth of Swan creek, on the Miami of Lake Erie. Your appointment is for one year, commencing this day; for which services so rendered, you are entitled to receive from the proprietors twelve hundred dollars. And the proprietors of the lands lying in that country, but which is a distinct concern from the above, have agreed to allow you three hundred dollars for attending to their separate business.

Your obedient servant,

Mr. W. OLIVER. MARTIN BAUM.

*Terms of sale.*

Terms of sale of lots in the town of Port Lawrence: One fourth down—the balance in three equal annual instalments, with interest from the date of purchase, if not punctually paid; and if the whole amount of the purchase money is not paid when the last instalment becomes due, the lots now purchased shall revert to the proprietors of Port Lawrence. The undersigned reserve the privilege of one bid on each lot offered.

W. C. SCHENCK,
WILLIAM OLIVER,

MIAMI RAPIDS, Sept. 20, 1817. *Agents.*

A 4.

CINCINNATI, *April 1st*, 1823.

I hereby authorize Major William Oliver to settle and to receive the rent due me from the estate of J. Carlin, deceased, for tract number twenty-three at the Miami rapids, for the year 1822, and also to make arrangements for the rent of the same tract for the year 1823.

A 4. MARTIN BAUM.

A 5.

CINCINNATI, *April 23d*, 1824.

I have and hereby authorize and empower Major William Oliver to lease, let, and rent all the lands, in and out-lots, houses, and other property, which I own, or of which I have the control, situate and being within the United States reservation on the Maumee river, for the present season; and also to collect all rents which may be now due on all or any of the said property.

MARTIN BAUM.

CINCINNATI, 21*st Sept.*, 1825.

I have and hereby authorize Major William Oliver to lease, let, and rent all the lands, in and out-lots, houses, and other property which I own, or of which I have the control, situate, lying, and being within the United States reservation on the Maumee river, for the ensuing season ; and also to collect all rents, or other moneys due me in and about the town of Maumee and Port Lawrence.

MARTIN BAUM.

A 6.

MIAMI RAPIDS, *Oct.* 5, 1817.

Received from William Oliver, agent, eight hundred and fifty-five dollars and thirty-three cents, the proceeds of sales of lots in the town of Port Lawrence, for which I am accountable to Martin Baum, of Cincinnati.

$855 33. (Signed duplicates.) W. C. SCHENCK.

L.

There are two orders in the hands of William Oliver, one on William Steele, esq., dated Cincinnati, September 10, 1822, for $139 31, and one other on Messrs. Robert Piatt, G. A. Worth, and others, of same date, for $213 07, relating to the business of the Port Lawrence Company, not included in the sum inserted in the mortgage executed by me to William Oliver this day, and which, of course, is not embraced in said arrangement.

MARTIN BAUM.

CINCINNATI, *Aug.* 27, 1823.

*Certificate.*

A copy of certificate from Martin Baum to William Oliver, viz :

CINCINNATI, *Sept.* 10, 1822.

It is hereby certified that there is due William Oliver, from the Port Lawrence Company, two hundred and thirteen dollars and seven cents, which said Oliver refunded by request of the company to purchasers of lots in Port Lawrence, the title of which has been relinquished to the United States by the company, it being the amount due on the shares originally owned by John H. Piatt, Robert Piatt, G. A. Worth, and William M. Worthington.

(Signed) MARTIN BAUM,

*Agent for the Port Lawrence Land Company.*

*Letter of instructions to Oliver.*

CINCINNATI, 14*th Aug.*, 1817.

DEAR SIR : As agent of the proprietors of the lands recently purchased at *Swan creek*, you will immediately, upon the receipt of these instructions, proceed to that place and commence the laying off a town. Genl. Schenck, who accompanies you, will assist in

the survey of the grounds, in determining the *site*, and in the plan and formation of the plat. In running the streets, and in the division of the lots, it is *not* the wish of the proprietors that convenience should be sacrificed to *form;* that the growth of the town should be retarded by a fanciful uniformity of squares, nor its prosperity impeded by an useless adherence to any particular figure. The number of lots to be laid off may be from *three* to *five* hundred, and, with the exception of water lots and fractional sections, of about 60 feet in front, and 120 in depth. The principal or central street should be at least 160 feet wide; others from 80 to 100; the alleys from 12 to 15. Let there be *three* lots, each of 120 feet square, set apart for public uses, such as churches, schools, &c., and *one* of 240 feet square for a court house and jail. There should, also, be reserved one or two suitable lots out of the town for burying ground. It is not, however, the intention of the proprietors to tie the agent down to any specific number of feet and inches in the width of the streets, or size of the lots, but they leave to him the exercise of his own judgment, and recommend to him that *sound discretion*, which his better information of the ground and his practical knowledge will enable him to use for the interest and advantage of all concerned. As soon as the surveys have been made, and a plat of the town formed, it is necessary that the proprietors should be furnished with a copy of them; and also with a notice of the *time of sale*, which, if practicable, should correspond with the *time* of holding the treaty with the Indians; and of *this*, it is important that the agent should obtain the earliest information. On the subject of reservations for the use of the proprietors and for future disposal, the agent will please to observe, that it is the wish and the determination of the company to have selected and set apart in different sections of the town at least one *third* of the whole number of lots laid off. The *terms of sale* are *one-fourth* down, and the residue in three equal annual instalments, with interest from *date*, if not punctually paid, subject however to such variations as the judgment of the agent may dictate, or circumstances require. An immediate correspondence is to be opened by the agent with *Martin Baum*, esq., of this city, who will act as trustee for the proprietors, and every information given to him in relation to the business of the agency, the progress of the settlement and the sale of lots *that may be required*, or deemed essential to the interest of the concern.

It is the wish of the proprietors, that the *time* of *sale* should be as *generally* and as *widely* known as possible. The agent, therefore, will, immediately upon the determination, forward the necessary advertisement to the following places, viz: *Detroit*, *Buffalo*, Albany, New York, Philadelphia, Pittsburgh, Chillicothe, and to the trustee in this city. The instructions of the trustee are, in all cases, to be followed and obeyed the same as if coming from the proprietors themselves.

Wishing you a safe and pleasant journey, and an easy and prosperous management of the trust committed to your care, we remain respectfully, sir, your obedient servants,

W. BARR,
ANDREW MACK,
J. BURNET,
W. M. WORTHINGTON,
JESSE HUNT,
JOHN H. PIATT,
G. A. WORTH,
MARTIN BAUM.

Major Wm. Oliver.

*An act to organize supreme court and circuit courts in Michigan.*

An act to organize the supreme court and to establish circuit courts.

Sec. 1. Be it enacted by the Senate and House of Representatives of the State of Michigan, That the supreme court of this State shall consist of three judges, a majority of whom shall constitute a quorum, and who shall hold courts at the times and places hereinafter mentioned; who shall be residents of this State, at the time of their appointment, and who shall not practise as attorneys or counsellors at law, in any courts of record in this State, during the time they shall hold their commissions; and the judge first appointed shall be the presiding judge of said court, and all writs and process whatever, issued by said court, shall be tested in the name of said presiding judge; and in case the office of said presiding judge become vacant, in the name of either of the remaining judges.

Sec. 2. There shall be established and holden, a circuit court in each of the organized counties of this State, twice in each year, except as hereinafter provided; and the State shall be divided into three circuits, and one of the judges of the supreme court shall perform the duties of circuit judge in each of said circuits. There shall be two associate judges elected in each county, by the qualified electors thereof, for the term of four years, and who shall be residents of the counties for which they shall be so elected.

Sec. 3. The supreme court shall have and exercise the same powers throughout this State, chancery powers excepted, which the supreme court and superior circuit court of the late Territory of Michigan did have and exercise, previous to the passage of this act, in all the organized counties of said late Territory, east of Lake Michigan, except the county of Wayne, and not inconsistent with the constitution of this State.

Sec. 4. The circuit courts, in each of the circuits established by this act, shall have and exercise the same powers, and in all respects possess the same jurisdiction, except in matters of chancery, that the circuit courts had exercised and possessed by virtue of an

act of the Legislative Council of the late Territory of Michigan, passed April fifteenth, one thousand eight hundred and thirty-three, entitled "An act to establish circuit courts in certain counties, and to define their powers and duties," and not inconsistent with the constitution of this State.

SEC. 5. The counties of Wayne, Macomb, St. Clair, Lapeer, Michilimackinac, and Chippewa, and the country attached to each of said counties, for judicial purposes, shall constitute one circuit, and shall be known by the name of first circuit.

SEC. 6. The counties of Monroe, Lenawee, Washtenaw, Oakland, Saganaw, Jackson, and Hilsdale, and the country attached to each of said counties, for judicial purposes, shall constitute one circuit, to be known by the name of second circuit.

SEC. 7. The counties of Branch, St. Joseph, Cass, Berrian, Kalamazoo, Allegan, Calhoun, Kent, and the country attached to each of said counties, for judicial purposes, shall constitute one circuit, and be known by the name of third circuit.

SEC. 8. All civil suits at law, and criminal prosecutions, including all appeals, all indictments, and all cases where there may be a trial by jury, now remaining pending in any of the courts of record of this State, and all writs, warrants, indictments, recognizances, appeals, and process whatever, relating to any civil suit at law, or any criminal prosecution heretofore issued or made, and now existing, or which shall, before the fourth day of July next, be issued, or made returnable to any of the courts aforesaid, and which should have day therein, if this act had not been passed, shall be transferred and returnable to, and have day therein, and be fully acted upon by the said supreme court, or the said circuit court, created by this act, according as they may severally have jurisdiction thereof; and all the dockets, records, documents, writings, and proceedings of causes, civil and criminal, now pending, or that may be pending before the said fourth day of July next, in any of the said courts of record in said late Territory of Michigan, shall be in like manner wholly transferred to the supreme court or circuit court hereby established, as they may each have jurisdiction, and taken possession of, and remain in the custody of the proper clerk; and the said supreme court and circuit court hereby established shall hear, try, and determine, all such causes and matters, so transferred to each, as aforesaid, in the same manner as if such causes and matters had been originally commenced therein, and issue execution in all cases where judgments have been rendered; and all parties who are, or would have been, by reason of said suits, causes, actions, matters, or process, hereby transferred, holden or required to appear in the several courts where they are now pending, shall be holden and required to appear in the court to which said suits, causes, actions, matters, or process, are hereby transferred, in the same manner as if the same had originated therein.

SEC. 9. The supreme court shall be held in the county of Wayne, on the first Monday of September in each and every year, and all causes within the jurisdiction of said supreme court, that shall arise in any of the several counties and country composing the first circuit, shall be heard and determined in said county of Wayne. The supreme court shall be held in the county of Washtenaw, on the third Monday of December in each and every year, and all causes within the jurisdiction of said supreme court, that shall arise in the several counties and country composing the second circuit, shall be heard and determined in the county of Washtenaw. The supreme court shall be held in the county of Kalamazoo, on the first Monday of August in each and every year, and all causes within the jurisdiction of said supreme court, that shall arise in any of the counties and country composing the third circuit, shall be heard and determined in the said county of Kalamazoo.

SEC. 10. The circuit court for the first circuit shall be holden in the county of Wayne, on the first Mondays of April and October; in the county of Lapeer, on the third Mondays of April and October; in the county of Macomb, on the fourth Monday of April and October; in the county of St. Clair, on the second Thursday after the fourth Monday of April and October; in the county of Michilimackinac, on the second Monday in June; in the county of Chippewa, on the third Monday in June.

SEC. 11. The circuit court for the second circuit shall be holden in the county of Monroe, on the first Mondays of April and October; in the county of Lenawee, on the Thursday next preceding the third Mondays of April and October; in the county of Hillsdale, on the fourth Mondays of April and October; in the county of Jackson, on the first Monday next after the fourth Mondays of April and October; in the county of Oakland, on the second Monday next after the fourth Mondays in April and October; in the county of Saganaw, on the fourth Monday next after the fourth Mondays in April and October; in the county of Washtenaw, on the fifth Monday after the fourth Mondays of April and October.

SEC. 12. The circuit court for the third circuit shall be holden in the county of Branch, on the first Mondays of April and October; in the county of St. Joseph, on the second Mondays of April and October; in the county of Cass, on the third Mondays of April and October; in the county of Berrien, on the fourth Mondays of April and October; in the county of Kalamazoo, on the first Mondays next after the fourth Mondays of April and October; in the county of Allegan, on the second Mondays next after the fourth Mondays of April and October; in the county of Calhoun, on the third Mondays next after the fourth Mondays in April and October.

SEC. 13. One of the judges of the supreme court, after their appointment, shall reside in each of the circuits established by this act, and the commission of each shall designate the circuit in which he shall reside. It shall, however, be competent for one to hold

courts in the circuit of another. They shall each receive a salary of fifteen hundred dollars per annum, payable quarterly out of any money in the Treasury not otherwise appropriated. They shall appoint three clerks, one of whom shall reside at the county seat of each of the several counties herein designated for holding the supreme court.

SEC. 14. The supreme court of the late Territory of Michigan, the superior circuit court and the circuit courts of the said late Territory, and all courts of record now existing in the counties of Michilimackinac and Chippewa, and the office of the judges of all said courts, shall be, and the same are hereby, abolished.

SEC. 15. This act shall take effect and be in force on and after the fourth day of July next; and until the first election of the associate judges of the circuit court, and until they shall have taken the oath of office, the presiding judge of said court shall be, and he is hereby, authorized to hold the same.

Approved, March 26, 1836.

STATE OF MICHIGAN, *ss:*

This shall certify, that the within and foregoing is a true and faithful exemplification of the original act, entitled "An act to organize the supreme court, and to establish circuit courts," remaining on file and of record in my office.

In testimony whereof, I have hereunto set my hand, and affixed the great seal of the State of Michigan. Done at the city of Detroit, this third day of May, in the year of [L. S.] our Lord one thousand eight hundred and thirty-seven, and of the independence of the United States the sixty-first.

KINTZING PRITCHETTE,
*Secretary of State.*

*An act, &c.*

An act, in addition to several acts, concerning the supreme, circuit, and county courts in the Territory of Michigan, defining their jurisdiction and powers, and directing the pleadings therein in certain cases.

Be it enacted, by the Legislative council of the Territory of Michigan, That the county courts of the respective counties in this Territory, lying east of Lake Michigan, shall not hereafter have jurisdiction of any civil matter in law or equity.

SEC. 2. That all suits, recognizances, process, writs, appeals, and other matters and things, in all civil cases in law or equity, pending in, or returnable to, any of the said courts, are hereby transferred and made returnable to the next circuit court for the proper county; and all the records and papers relating thereto shall be taken possession of, and remain in the custody of the pro-

per clerk. And the circuit courts respectively are hereby authorized and required to hear, try, and determine all such suits, recognizances, process, writs, appeals, and other matters and things, in all civil cases in law or equity, according to law, in as full and complete a manner as if the same had originated therein, or had been removed there by appeal, habeas corpus, or in any other manner whatever; and the said circuit courts are hereby vested with the same jurisdiction, and shall possess the same powers, and perform the same duties, in all cases aforesaid, as are vested in, and possessed, and performed by the county courts respectively.

SEC. 3. That the powers heretofore granted to the justices of the county courts, to be exercised in the vacation of the said courts, shall still be exercised by the said justices, in all cases where the same would have been exercised before the passing of this act.

SECT. 4. That the June term of the county court of Wayne county, the April term of the county court of Monroe county, the April term of the county court of Lenawee county, the November term of the county court of Washtenaw county, the July term of the county court of Macomb county, the November term of the county court of Oakland county, the July term of the county court of St. Clair county, shall be, and the same are hereby, abolished; and all indictments, prosecutions, and other matters and things, the jurisdiction of which are not, by this act, transferred to the circuit courts, and which are now returnable, or continued to any time hereby abolished, shall be, and the same are hereby, made returnable, and continued to the next term of the said county courts.

SECT. 5. That the clerks of the county courts, in the respective counties in this Territory, shall be hereafter designated, and denominated clerks of the respective counties; and the clerks of the county courts now in office shall become, and continue to be, clerks of the proper counties, until the expiration of their time of service as clerks of the county courts, or until there shall be a vacation of their said offices; and all such clerks, hereafter to be appointed, shall be appointed clerks of the proper counties; and the clerks of the said counties shall take the same oath, give the same bond, receive the same fees and emoluments, perform the same duties, possess the same powers, and be subject to the same liabilities, as clerks of the county courts.

SECT. 6. That the clerk of the supreme court shall be ex-officio clerk of the circuit court in the county where the supreme court sits; and in all other counties, the clerks of the respective counties in this Territory shall be ex-officio clerks of the circuit courts for the counties respectively wherein they are clerks; and the clerk of the supreme court, and the clerks of the counties respectively, shall, in the exercise of their duties as clerks of the circuit courts, possess the same powers, perform the same duties, receive the same compensation, be liable to the same penalties, take the same oath, and give the same bond, as are now provided for the clerks of the circuit courts.

SECT. 7. That the circuit court shall have power, on proper cause shown, to remove from office any clerk of any county; and when the office of clerk of any county is vacant, it shall be lawful for a majority of the justices of the county court of such county to select a person to execute the duties of clerk thereof, until such vacancy is filled; and the person so selected shall give the same bond, take the same oath, perform the same duties, possess the same powers, receive the same fees, and be liable to the same penalties, as are provided for clerks of the counties: Provided, that in the counties Michilimackinac, Brown, and Crawford, Chippewa, and Iowa, such selection shall be made by the United States' additional judge for said counties of Michilimackinac, Brown, and Crawford.

SECT. 8. That the provisions of the acts to which this is an amendment, and of all acts, and parts of acts, relating to the supreme, circuit, and county courts in this Territory, be, and the same are hereby, declared to be applicable to the circuit court of the United States for the counties of Michilimackinac, Brown, and Crawford, and also to the said circuit court for the counties of Chippewa and Iowa, so far as the same may be applicable to said court, and all officers thereof in the said several counties, and shall be obligatory therein.

SECT. 9. That it shall not be necessary hereafter to endorse the cause of action on any writ.

SECT. 10. That the county court of the county of Chippewa be, and the same is hereby abolished; and the clerk of the said county court shall continue to be the clerk of the said circuit court; and all suits, indictments, recognizances, process, writs, appeals, and all other matters and things whatsoever, pending in, or returnable to the said county court, are hereby transferred to, and made returnable to the circuit court in the said county of Chippewa; and the said circuit court is hereby authorized and required to hear, try, and determine all such suits, indictments, recognizances, process, writs, appeals, and all such matters and things as aforesaid, according to law, and shall possess the same jurisdiction, and perform the same duties, as are possessed by, and imposed upon the said county courts, or the justices thereof.

SECT. 11. That all appeals hereafter from the court of any justice of the peace, in either of the counties of Wayne, Monroe, Lenawee, Washtenaw, Oakland, Macomb, St. Clair, Chippewa, Cass, and St. Joseph, shall be taken to the circuit courts in said respective counties; and the circuit courts in said respective counties are hereby authorized and required to hear, try, and determine all such appeals, and shall possess the same jurisdiction and powers therein which said county courts possessed respectively.

SECT. 12. That all acts, and parts of acts, now in force, so far as the same may be applicable to the said county courts respectively, be, and the same are hereby applied to the said circuit courts respectively, and all officers thereof in said several counties, and shall be obligatory therein.

SECT. 13. Whereas, the sessions of the supreme, circuit, and county courts, by the provisions of law, commence their several sessions on Monday, in the several counties of this Territory, to the great inconvenience of suitors, witnesses, and others necessarily attending said courts; therefore—

SECT. 14. Be it further enacted, That hereafter the supreme, circuit and county courts, in the respective counties in this Territory, east of Lake Michigan, wherein the said courts are held, shall commence their sessions respectively on Tuesday next following the Monday now prescribed by law for holding the sessions of said courts respectively.

SECT. 15. That all venires for grand and petit jurors shall be made returnable on the first day of the session of the circuit and county courts respectively.

SECT. 16. That there shall be a circuit of the United States established in each of the counties of Iowa and Chippewa; and the circuit court of the county of Iowa shall be held on the last Monday in May in every year, and the circuit court of the county of Chippewa shall be held on the first Monday in July in every year.

SECT. 17. That from and after the first day of March next ensuing, it shall not be lawful for the county court of the county of Chippewa to take, or hold, or entertain jurisdiction of the trial of any civil or criminal cause, nor shall it be lawful for the clerks thereof, as such, to issue any venire whatever for any jury, or jurors, returnable at either of the said county courts.

SECT. 18. That all suits, indictments, recognizances, process, writs, appeals, and all matters and things whatsoever, relating to causes, civil and criminal, pending in, or returnable to said county court of Chippewa, are hereby transferred, and made returnable to the circuit court next to be held in the said county of Chippewa, and that the circuit court aforesaid is hereby authorized and required to hear, try, and determine all such suits, indictments, recognizances, process, writs, appeals, and all other matters and things aforesaid, according to law, and in like manner as the said county court would have been required to hear, try, and determine the same, if this act had not been passed.

SECT. 19. That the circuit court shall, upon good cause shown, have power to change the venire in any civil or criminal cause, or matter depending, or to be depending therein; and to direct the issue to be tried in any county other than the county in which it may be so depending.

SECT. 20. That whenever the court shall change the venire in any cause or matter, it shall be the duty of the clerk of the court forthwith to transmit all the papers on file in his office, relating to the said cause or matter, to the office of the clerk of the circuit court of the county in which said cause may be ordered to be tried; and the circuit court of the county to which such cause or matter shall be sent for trial, shall proceed in the same manner to trial, judg-

ment and execution, as though the said cause had not been removed: Provided, that in all criminal causes, upon indictment, or otherwise, the sentence of the court (when the defendant shall be convicted and sentenced to imprisonment,) shall direct that the imprisonment shall be in the county from which such cause or matter shall be sent for trial, if there be any jail therein; and such county shall be liable for the expenses of such prosecution and imprisonment, in the same manner as if such cause had not been removed.

SECT. 21. That the several circuit courts shall make all necessary orders and rules for the transmission of all causes, and matters, where the venire shall be so changed, and for the conducting the trial of such cause, according to law.

SECT. 22. That the fourteenth section of the act concerning sheriffs be, and the same is hereby repealed.

SECT. 23. That this act shall take effect and be in force from and after the first day of January next.

Approved, November 5, 1829.

STATE OF MICHIGAN, *ss:*

This shall certify that the within and foregoing is a true and faithful exemplification of the original act, entitled "An act in addition to several acts, concerning the supreme, circuit, and county courts of the Territory of Michigan, defining their jurisdiction and powers, and directing the pleadings therein in certain cases," now remaining on file and of record in my office.

In testimony whereof, I have hereunto set my hand, and affixed the great seal of the State of Michigan. Done at the City of Detroit this third day of May, in the year of our Lord one thousand eight hundred and thirty-seven, and of the independence of the United States the sixty-first.

[L. S.]

KENTZING PRITCHETTE,
*Secretary of State.*

*Record in Attachment.*

Pleas before the justices of Monroe county court, for the county of Monroe in the Territory of Michigan, of October term, one thousand eight hundred and twenty-five, held at the court house in the town of Monroe. Present, John Anderson, chief justice, and Robert Clark, associate.

WILLIAM OLIVER, plaintiff,
vs.
MARTIN BAUM, ROBERT PIATT, GEORGE A. WORTH, WILLIAM M. WORTHINGTON, survivors of Martin Baum, John H. Piatt, deceased, Robert Piatt, George A. Worth, William M. Worthington, defendants. } In attachment.

*Precipe.*

WILLIAM OLIVER,
vs.
MARTIN BAUM, ROBERT PIATT, GEORGE A. WORTH, and WILLIAM M. WORTHINGTON, survivors of Martin Baum, John H. Piatt, lately deceased, Robert Piatt, George A. Worth, and William M. Worthington, late joint partners, and all residing out of this Territory. } In attachment.

Damages $1000.

Endorsed: This action is brought to recover the sum of two hundred and thirteen dollars and seven cents, with interest from the 10th day of Sept., 1822.

CLERK OF MONROE COUNTY COURT.

SIR: Please issue a writ of attachments in the above case, returnable at the October term, 1825, of said court, against the rights and credits, moneys and effects, goods and chattels, lands and tenements of the said Martin Baum, Robert Piatt, George A. Worth, and William M. Worthington, survivors of Martin Baum, John H. Piatt, lately deceased, Robert Piatt, George A. Worth, and William M. Worthington, late joint partners, and all residing out of this Territory, in favor of said William Oliver. Affidavit and bond filed.

Yours, LANMAN & LAWRENCE,
*Att'ys for attaching creditor.*

MONROE, *Oct. 7th*, 1825.

We hereby acknowledge ourselves security for costs in the above case. LANMAN & LAWRENCE.

*Oct. 7th*, 1825.

*Affidavit No.* 1.

Martin Baum, agent for John H. Piatt, (since deceased,) Robert Piatt, G. A. Worth, and William M. Worthington, to William Oliver, debtor, for the sum of two hundred and thirteen $\frac{7}{100}$ dollars, being the amount refunded to purchasers of lots in Port Lawrence, by request of said Baum, with interest from the 10th day of September, 1822.

MICHIGAN, *Monroe county, ss:*

I, William Oliver, of lawful age, do solemnly swear that the sum mentioned in the above account is justly due from the persons therein named; that they do not reside within the Territory of Michigan, and that he has reason to fear, unless an attachment issues upon the property of the persons above named, his debt cannot be recovered. WILL. OLIVER.

Sworn this 5th day of October, 1825, before me.

PETER P. FERRY,
*Justice of the Peace.*

*Affidavit No. 2.*

Walcott Lawrence, attorney aad agent for William Oliver, (a non-resident, is absent, and resides out of the Territory of Michigan,) testifies and says, that Martin Baum, Robert Piatt, George A. Worth, and William M. Worthington, survivors of Martin Baum, John H. Piatt, lately deceased, Robert Piatt, George A. Worth, and William M. Worthington, late joint partners, against whose estate the said William Oliver is about to issue a writ of attachment, are not, to his knowledge and belief, resident in the Territory of Michigan; and this deponent has good reason to believe, and does verily believe, that said Baum, Robert Piatt, Worth, and Worthington, as aforesaid, are jointly indebted to said Wm. Oliver, deducting all credits, the sum of two hundred and thirteen dollars and seven cents, for moneys paid for their benefit, and interest since the 10th day of September, 1822.

WALCOTT LAWRENCE.

Sworn and subscribed before me, this 7th October, 1825.

LAMENT DUROCHER, *Clerk.*

*Endorsement.*

October 7, 1825—Received and filed the within.

LAMENT DUROCHER, *Clerk.*

*Bond.*

Know all men by these presents, that we, Alcott C. Chapman and Walcott Lawrence, of the town and county of Monroe, in the Territory of Michigan, are held and stand firmly bound unto Martin Baum, Robert Piatt, William M. Worthington, survivors of Martin Baum, John H. Piatt, lately deceased, Robert Piatt, George A. Worth, and William M. Worthington, late joint partners, and all residing out of this Territory, in the penal sum of five hundred and fifty dollars, lawful money of the United States, for which payment, well and truly to be made, we bind ourselves, and each of us, in the whole, *one* and each of our heirs, executors, and administrators, firmly by these presents.

Sealed with our seals, dated at Monroe, this seventh day of October, in the year of our Lord one thousand eight hundred and twenty-five.

The condition of the foregoing obligation is such, that whereas William Oliver is about to issue a writ of attachment out of the clerk's office of the county court of Monroe county, in the Territory of Michigan, against the rights and credits, moneys and effects, goods and chattels, lands and tenements of the said Martin Baum, Robert Piatt, George A. Worth, and William M. Worthington, survivors of Martin Baum, John H. Piatt, (lately deceased,) Robert Piatt, George A. Worth, and William M. Worthington, late joint partners, and all residing out of said Territory, returnable on the fourth Monday of October current, before said county court: Now,

then, if the said William Oliver shall satisfy and pay all costs and damages which may be recovered against the said William Oliver, for suing such attachment, *then* this bond to be void, otherwise to be and remain in full force and virtue.

A. C. CHAPMAN, [SEAL.]
WALCOTT LAWRENCE. [SEAL.]

Signed, sealed and delivered in presence of
T. BISSELL,
LOUIS C. BOUCATTE.

*Endorsement.*

I approve of the within bond, for the purposes within mentioned, and am satisfied that the security is sufficient for the said defendants.

LAMENT DUROCHER, *Clerk.*

MONROE, *October* 7, 1825.

*Writ.*

TERRITORY OF MICHIGAN, *county of Monroe, ss:*

The United States of America to the sheriff of said county.

You are hereby commanded to attach the rights and credits, moneys and effects, goods and chattels, lands and tenements [L. S.] of Martin Baum, Robert Piatt, George A. Worth, and William M. Worthington, survivors of Martin Baum, John H. Piatt, lately deceased, Robert Piatt, George A. Worth, and William M. Worthington, joint partners, and all residing out of this Territory, wheresoever they may be found, and the same safely keep, to answer and abide and satisfy such judgment as may be rendered by the county court within and for said county of Monroe, against the said Martin Baum, Robert Piatt, George A. Worth, and William M. Worthington, in favor of William Oliver; and of this writ make due return, with your doings herein, before our justices of said county of Monroe, on the fourth Monday in October instant.

Witness, John Anderson, esquire, chief justice of our said county court, this seventh day of October, one thousand eight hundred and twenty-five.

LAMENT DUROCHER,
*Clerk of Monroe County Court.*
LANMAN & LAWRENCE,
*Attorney for Plaintiff, and security for costs.*

*Endorsement.*

This action is brought to recover the sum of two hundred and thirteen dollars and seven cents, with interest from the tenth day of September, one thousand eight hundred and twenty-two. Bond and affidavit filed.

LAMENT DUROCHER, *Clerk.*

*Sheriff's return.*

MONROE COUNTY, *ss:*

As I am within commanded, I have, on this fifteenth day of October, A. D. 1825, attached all the rights and credits, moneys and effects, goods and chattels, lands and tenements of Martin Baum, Robert Piatt, George A. Worth, and William M. Worthington, the within named defendants, as follows, to wit: I went to the following described tracts of land, viz: the southwest quarter of section two, township three, on or near the Miami river; and the northwest quarter of section three, town. three, and the southwest quarters of sections three and four, all situated in the township of Erie, in said county of Monroe; and did then and there publicly declare, in the presence of Levi S. Humphrey (being one credible person), that I attached the said tracts or lots of land as the property of said Baum, Piatt, Worth, and Worthington, at the suit of the said William Oliver.

HARRY CONANT,
*Sheriff of M. c'ty.*

*Inventory and appraisement.*

A just and true inventory and appraisement of the property and estate of Martin Baum, attached at the suit of William Oliver, by Harry Conant, sheriff of the county of Monroe, this fifteenth day of October A. D. 1825, on the writ of attachment hereunto annexed, to wit:

The southwest quarter of section two, township three, on or near the Miami river, and the northwest quarter of section three, town. three, and the southwest quarters of sections three and four, all situate in the township of Erie, in the county of Monroe, we do appraise at the sum of twelve hundred dollars.

Done at the township of Erie, by Harry Conant aforesaid, sheriff of Monroe county, and Levi S. Humphrey, being an impartial and disinterested freeholder of the said county.

HARRY CONANT,
LEVI S. HUMPHREY.

*Default, &c.*

In this case, on motion of Walcott Lawrence, attorney for plaintiff, the defendants in attachment were each of [them] called thrice, and made default.

*Order for notice.—Auditors.*

Ordered by the court, that notice of this attachment be published in the Michigan Sentinel for the space of nine months, by the clerk of this court, and that Jeremiah Lawrence, Samuel Choate, and Joseph Farrington, three discreet and fit persons, be appointed to audit and adjust the demands of the said plaintiff, and to make their report thereof in writing, under their hands, to the next October term of this court.

*Notice.*

MICHIGAN TERRITORY, *Monroe county, ss:*

WILLIAM OLIVER, plaintiff,
vs.
MARTIN BAUM, ROBERT PIATT, GEORGE A. WORTH, WM. M. WORTHINGTON, survivors of MARTIN BAUM, JOHN H. PIATT, deceased, ROBERT PIATT, GEORGE A. WORTH, WILLIAM M. WORTHINGTON, defendants. } In attachment.

Notice is hereby given, that a writ of attachment has been sued out of the office of the clerk of the county court of said Monroe county, against the rights and credits, moneys and effects, goods and chattels, lands and tenements, of the defendants in the above entitled suit, being absent debtors, at the suit of the above named plaintiff, for the sum of two hundred and thirteen dollars seven cents, with interest from the tenth day of September, 1822, returnable at the October term, 1825, of said court; and that unless the above named defendants in said attachment shall appear, give special bail, and receive a declaration at the suit of the said plaintiff, within nine months, judgment will be entered, and the estate so attached will be sold.

LAMENT DUROCHER,
*Monroe, Oct. 25th*, 1836. *Clk. Monroe county court.*

*Default.*

This day, the twenty-sixth day [of] October, being in the term of October, one thousand eight hundred and twenty-five.—In this case, on motion of Walcott Lawrence, attorney for plaintiff, the defendants in attachment were each of them thrice called, and made default.

*Narr.*

Of the term of October, in the year of our Lord one thousand eight hundred and twenty-five.

MONROE, *ss:*

*In attachment.*

William Oliver, plaintiff in this case, complains of Martin Baum, Robert Piatt, George A. Worth, and William M. Worthington, defendants in this case, &c., in a plea of trespass on the case; for that, whereas the said Martin Baum, Robert Piatt, George A. Worth, and William M. Worthington, and one John H. Piatt in his lifetime, now deceased, and whom the said Martin Baum, Robert Piatt, George A. Worth, and William M. Worthington have survived, on the first day of October, in the year of our Lord one thousand eight hundred and twenty-two, at Cincinnati, in the State of Ohio, to wit: at the town of Monroe, in the said county of Monroe, and within the jurisdiction of this court, was indebted to the said plaintiff in the sum of five hundred dollars, as well as for so much money by

the said plaintiff before that time paid, laid out, and expended, to and for the use of the said Martin Baum, Robert Piatt, George A. Worth, William M. Worthington, and John H. Piatt, and at their special instance and request by the said plaintiff, before that time, as for so much money lent and advanced to the said Martin Baum, Robert Piatt, George A. Worth, William M. Worthington, and John H. Piatt, at their like special instance and request; and for money then, before that time, by the said Martin Baum, Robert Piatt, George A. Worth, William M. Worthington, and John H. Piatt, had and received, to and for the use of plaintiff; and being so indebted, the said Martin Baum, Robert Piatt, George A. Worth, William M. Worthington, and John H. Piatt, in consideration thereof, afterwards, and in the lifetime of the said John H. Piatt, to wit, on the said first day of October, in the year of our Lord one thousand eight hundred and twenty-two aforesaid, at Cincinnati aforesaid, to wit, at said town of Monroe, and within the jurisdiction aforesaid, undertook, and then and there faithfully promised the said plaintiff to pay him the said several sums of money on demand. Nevertheless, the said Martin Baum, Robert Piatt, George A. Worth, William M. Worthington, and John H. Piatt, and the said Martin Baum, Robert Piatt, George A. Worth, and William M. Worthington, since the death of the said John H. Piatt, not regarding their said several promises, have not, nor either of them, as yet, paid the said several sums of money, or any part thereof, although often requested so to do, but to pay the same, or any part thereof, to the said plaintiff, the said Martin Baum, Robert Piatt, George A. Worth, William M. Worthington, and John H. Piatt, in the lifetime of the said John H. Piatt, wholly refused, and the said Martin Baum, Robert Piatt, George A. Worth, and William M. Worthington, have, ever since the death of the said John H. Piatt, hitherto wholly refused, and still refuse, so to do.

And whereas, also, the said Martin Baum, Robert Piatt, George A. Worth, William M. Worthington, and John H. Piatt, afterwards, and in the lifetime of the said John H. Piatt, now deceased, to wit, on the first day of October, in the year of our Lord one thousand eight hundred and twenty-two aforesaid, at Cincinnati, in the State of Ohio, to wit, at the town of Monroe, in the county of Monroe aforesaid, and within the jurisdiction of this court, were indebted to the said plaintiff in the further sum of five hundred dollars, as well for so much money by the said plaintiff then before that time paid, laid out, and expended, to and for the use of the said Martin Baum, Robert Piatt, George A. Worth, William M. Worthington, and John H. Piatt, at their special instance and request, as for money before that time lent and advanced by the said plaintiff to the said Martin Baum, Robert Piatt, George A. Worth, William M. Worthington, and John H. Piatt, at their like special instance and request; and for money before that time had and received by the said Martin Baum, Robert Piatt, George A. Worth, Wil-

liam M. Worthington, and John H. Piatt, to and for the use of the said plaintiff; and, being so indebted, and the said sums of money in this count mentioned being and remaining wholly due and owing, unpaid and unsatisfied, they, the said Martin Baum, Robert Piatt, George A. Worth, and William M. Worthington, in consideration thereof, afterwards, and after the death of the said John H. Piatt, to wit, on the first day of January now last past, at Cincinnati, in the State of Ohio, to wit, at the town of Monroe aforesaid, in the county of Monroe aforesaid, and within the jurisdiction aforesaid, undertook, and then and there faithfully promised the said plaintiff to pay him the said sum of money in this count mentioned, on demand.

Also, for that, whereas the said defendants, at said Cincinnati, to wit, at the said town of Monroe, in the county of Monroe, and within the jurisdiction aforesaid, on the first day of June, now last past, *was* justly indebted to the said plaintiff in the further sum of five hundred dollars, for the work and labor, care and diligence, and attendance of the said plaintiff, by him, the said plaintiff, before that time done, performed, and bestowed, as the agent of the said defendants, and at their special request; and, being so indebted, they, the said defendants, in consideration thereof, then and there, to wit, on the day and year last aforesaid, at Monroe aforesaid, and within the jurisdiction aforesaid, promised the plaintiff to pay him the said sum of money on demand; yet, although often thereto requested, the said defendants have never performed their said several promises, or any part of them, (although often requested so to do,) but still neglect so to do. All which is to the damage of the said plaintiff (as he saith) the sum of five hundred dollars, and therefore he brings suit by his attorneys, Charles J. Lanman and Wolcott Lawrence.

MONROE COUNTY, *ss:*

William Oliver puts in his place Charles Jas. Lanman and Wolcott Lawrence, his attorneys, to prosecute this suit against the said defendants.

*Default.*

April the seventh, in the year of our Lord one thousand eight hundred and twenty-six, being in the term of April.—In this case, on motion of Wolcott Lawrence, attorney for plaintiff, the defendants in attachment were each of them thrice called, and made default.

*Default.*

April the twenty-second, being in the same term of April, in the year of our Lord one thousand eight hundred and twenty-six.—In this case, on motion of Wolcott Lawrence, attorney for plaintiff, the defendants in attachment were each of them thrice called, and made default.

*Default.*

October the twenty-third, in the year of our Lord one thousand eight hundred and twenty-six, being in the term of October.—In this case, on motion of Wolcott Lawrence, attorney for plaintiff, the defendants in attachment were each of them thrice called, and made default.

*Judgment.*

It is considered by the court here, that judgment be entered upon the report of auditors and for costs—it appearing that notice to defendants in attachment had been published nine months, according to statute.

*Report of auditors.*

To the honorable county court of Monroe county, to be holden in Monroe, October, 1826.

We, a major part of the auditors appointed in the case of William Oliver vs. Martin Baum, Robert Piatt, George A. Worth, and William M. Worthington, survivors of Martin Baum, John H. Piatt, deceased, Robert Piatt, George A. Worth, and William M. Worthington, by the county court of said county, under the statute in such case made and provided, do report: That upon examining the evidence and claim of the plaintiff in attachment against said defendants, we find there is due and owing from said defendants to said plaintiff the sum of two hundred and sixty-five $\frac{94}{100}$ dollars, all which is respectfully submitted, there being no other claim against said defendants on the part of other creditors.

JOSEPH FARRINGTON,
SAMUEL CHOATE, *Auditors.*

*October 2d*, 1826.

Fees of auditors $2—fees of witness 50.

*Endorsement.*

Received and filed this 23d October, 1826.

LAMENT DUROCHER, *Clerk.*

*Note.*

CINCINNATI, *Sept.* 10, 1822.

It is hereby certified, that there is due William Oliver, from the Port Lawrence Company, two hundred and thirteen dollars and 7 cents, which said Oliver refunded, by request of the company, to purchasers of lots in Port Lawrence, the title of which has been relinquished to the United States by the company, it being the amount due on the shares originally owned by J. H. Piatt, Robert Piatt, G. A. Worth, and William M. Worthington.

MARTIN BAUM,
*Agent for the Port Lawrence Land Company.*

October twenty-fifth day, one thousand eight hundred and twenty-six.—Execution (fi. fa.) issued.

*Fi. fa.*

TERRITORY OF MICHIGAN, *county of Monroe, ss:*

[L. S.] The United States of America to the sheriff of the county of Monroe, greeting:

We command you, that you cause to be levied of the lands, tenements, and hereditaments within the county of Monroe, of Martin Baum, Robert Piatt, George A. Worth, and William M. Worthington, survivors of Martin Baum, John H. Piatt, deceased, Robert Piatt, George A. Worth, and William M. Worthington, as well as certain debt of two hundred and sixty-five dollars 94 cents, which William Oliver, in our court, before our justices at Monroe, recovered against the said Martin Baum, Robert Piatt, George A. Worth, and William M. Worthington, survivors of Martin Baum, John H. Piatt, deceased, Robert Piatt, George A. Worth, and William M. Worthington, on the twenty-third day of October, one thousand eight hundred and twenty-six, with the interest thereon, at six per centum per annum, to be counted since the twenty-third day of October, one thousand eight hundred and twenty-six, until paid; and also forty-five dollars thirty-six cents, which the said William Oliver lately, in the said county court at Monroe, recovered against the said Martin Baum, Robert Piatt, George A. Worth, and William M. Worthington, survivors of Martin Baum, John H. Piatt, deceased, Robert Piatt, George A. Worth, and William M. Worthington, for his damages, which he had sustained, as on occasion of the not performing certain promises and undertakings, there lately made by the said Martin Baum, Robert Piatt, George A. Worth, and William M. Worthington, survivors of Martin Baum, John H. Piatt, deceased, Robert Piatt, George A. Worth, and William M. Worthington, were convicted, as appears of record. And have you that money before our justices, at Monroe, on the first Monday of April next, to render to the said William Oliver, for his debt and costs, and have you then and there this writ.

Witness John Anderson, esq., chief justice of the said county court, at Monroe, this twenty-fifth day of October, one thousand eight hundred and twenty-six.

LAURENT DUROCHER,
*Clerk Monroe county court.*

Sheriff's return endorsed on said execution.—October the 25th, 1826.

*Sheriff's return.*

By virtue of the within execution, I have this day seized on the southwest quarter of section No. 2, township No. 3, the northwest and southwest quarters of section No. 3, town. No. 3, all within the

United States reservation of 12 miles square, at the foot of the Miami rapids, Monroe county, and Territory of Michigan, as the property of Martin Baum, Robert Piatt, George A. Worth, and William M. Worthington, survivors of Martin Baum, John H. Piatt, deceased, Robert Piatt, George A. Worth, and William M. Worthington.

For H. CONANT, *Sheriff*,
JOSEPH FARRINGTON.

We, the undersigned, being a jury duly summoned and sworn to try the extension of property on three quarter-sections of land, attached by William Oliver on execution against Martin Baum, Robert Piatt, George A. Worth, and William M. Worthington, survivors of Martin Baum, John H. Piatt, deceased, Robert Piatt, George A. Worth, and William M. Worthington, for three hundred and eleven dollars and thirty cents, to wit: southwest quarter of section No. two, township 3, northwest and southwest quarters of section No. 3, township three, all within the United States reservation of twelve miles square, at the foot of the rapids of the Miami of Lake Erie, county of Monroe, and Territory of Michigan, are of opinion unanimously that the rents and profits thereof in seven years will not pay the above execution.

| | |
|---|---|
| Benjamin F. Stickney, | Coleman J. Keeler, |
| Eli Hubbard, | Bud Martin, |
| John G. Forbes, | Samuel Merritt, |
| Milton D. Whitney, | Seneca Allen, |
| John Baldwin, | John G. Forbes, junr., |
| Josephus V. D. Sutphen, | Tibbals Baldwin. |

For H. CONANT, *Sheriff*,
JOSEPH FARRINGTON, *Under Sheriff*.

PORT LAWRENCE, *October 25th*, 1826.

I do hereby certify that the within jury were duly summoned and sworn, and that they are unanimously of opinion, the rents and profits of the lands attached will not pay the execution to which this is annexed in seven years.

For H. CONANT, *Sheriff*,
JOSEPH FARRINGTON.

PORT LAWRENCE, *October 25th*, 1826.

We, the subscribers, being legally appointed by the sheriff of the county of Monroe, in the Territory of Michigan, and sworn according to law, to appraise the property of Martin Baum, Robert Piatt, George A. Worth, and William M. Worthington, survivors of Martin Baum, John H. Piatt, deceased, Robert Piatt, George A. Worth, and William M. Worthington, taken in execution in favor of William Oliver, plaintiff, against the above named defendants, do appraise the following property, to wit: the southwest quarter of section No. 2, township 3, the northwest and southwest quarters of

section No. 3, and town. No. 3, all within the United States reservation of twelve miles square, at the foot of the Miami rapids, in the county of Monroe, and Territory of Michigan, containing 480 acres of land, at 66⅔ cents per acre, amounting to three hundred and twenty dollars, to apply on the aforesaid execution, to which this is attached.

Done at Port Lawrence, this 26th day of October, 1826.

BENJAMIN F. STICKNEY,
WILLIAM WILSON,
JOHN G. FORBES,
*Appraisers.*

MONROE COUNTY, *ss:*

OCTOBER 26, 1826.

By virtue of this execution, I made diligent search for goods and chattels of the within named defendants, whereon to levy, to satisfy this execution; and for want thereof, I levied this execution upon the southwest quarter of section number two, township numbered three, and the northwest and southwest quarters of section numbered three, in township numbered three, all within the United States reservation of twelve miles square, at the foot of the Miami rapids, in said county of Monroe, containing four hundred and eighty acres of land, shown to me as the property of the within named defendants; and on the same day I empannelled a jury of inquest of twelve men, according to law, as by their inquisition hereto attached; and said inquest did find that the clear profits of the land aforesaid are not sufficient, within the space of seven years, to satisfy the debt or damages in this execution.

And thereupon I immediately gave notice thereof to the plaintiff in said execution, and I made diligent search within my precinct to find the said defendants, or any of them, or their agents, or their attornies, and could find none; and the said plaintiff neglected to choose an appraiser to appraise said lands on this execution; and on account of the neglect of the plaintiff and of said defendants, or any of them, their agents, or attorneys, to choose any one or more appraisers agreeable to law, I, the said officer, serving this execution, did appoint Benjamin F. Stickney, William Wilson, and John G. Forbes, being three disinterested freeholders of the vicinity, in said county of Monroe, as appraisers to appraise the real estate aforesaid on this execution; and the said appraisers, after being duly sworn by me, the said officer, agreeably to law, did appraise the real estate aforesaid shewn to them, to wit: the southwest quarter of section number two, in township number three; and the northwest and southwest quarters of section number three, in township number three, all within the United States reservation of twelve miles square, at the foot of the Miami rapids, in the county of Monroe, in said Territory, containing four hundred and eighty acres of land, at sixty-six and two-third cents per acre, amounting

to three hundred and twenty dollars, to apply on this execution and fees, being its true and just value in money; and I, the said officer, have set out the said lands by metes and bounds, and described the same as above with as much precision as the nature and situation thereof will admit.

For H. CONANT, *Sheriff*,
JOSEPH FARRINGTON, *Deputy Sheriff*.

*Order of sale.*

January the fourteenth, in the year of our Lord one thousand eight hundred and twenty-*seven*, being of the term of October, one thousand eight hundred and twenty-*seven*.—In this case it is ordered by the court, that the auditors, or any two of them, may make sale and assurance of the goods and chattels, lands and tenements of the said defendants, or either of them, which were taken and attached on this attachment, or such part thereof as shall be necessary to satisfy the debts of the plaintiff and the creditors who may have applied agreeably to law. Notices to be set up agreeably to the statute, and such sale to be advertised in the Michigan Sentinel for the space of thirty days prior to such sale.

*Certificate.*

February the eleventh, in the year of our Lord one thousand eight hundred and twenty-eight, being of the term of October aforesaid (1827.)—This may certify that in this case of attachment, commenced at the October term of the county court of Monroe county, in the Territory of Michigan, A. D. 1825, sufficient proof hath been made to the court that the setting off of the lands of the said defendants, on the execution obtained in said case at the October term of said county court, A. D. 1826, was fairly and legally made by order of the court.

LAMENT DUROCHER, *Clerk M. C. C.*

*Report of Auditors accepted.*

April the seventh, one thousand eight hundred and twenty-eight, being in the April term of this court.—In this case, the report of the auditors accepted; having sold the property attached, as appears per said report on file; and fees of auditors to be allowed as follows: to Jeremiah Lawrence, three dollars and fifty cents for his fees; to Samuel Choate, four dollars eighteen $\frac{3}{4}$ cents for his fees; and to Joseph Farrington, three dollars for his fees.

*Report of Auditors of sales, &c.*—Report.

To the honorable the county court for the county of Monroe, to be holden at the court house in said county of Monroe, on the first Monday in April, A. D. 1828.

The undersigned being appointed by this honorable court auditors in the case of attachment in said court, at the suit of William

Oliver against Martin Baum, Robert Piatt, George A. Worth, and William M. Worthington, survivors of Martin Baum, John H. Piatt, deceased, Robert Piatt, George A. Worth, and William M. Worthington, to make sale of certain real estate in said suit attached, to wit: the southwest quarter of section number two, township number three; and the northwest and southwest quarter of section No. three, in township three, and all within the United States reservation of twelve miles square, at the foot of Miami rapids, in said county of Monroe, in all containing four hundred and eighty acres of land,—do report to said court, that in pursuance to the statute in such case made and provided, we gave notice of the sale of the land aforesaid by setting up, in five of the most public places in said county, advertisements of the time and place of sale thereof, a copy of which, with a certificate of the same, is hereto attached, and likewise by publishing notice thereof in the Michigan Sentinel, a public newspaper published at Monroe, and circulating in this Territory; for the space of thirty days previous to said sale, a copy of which is hereto attached. That on the fifth day of April, in the year 1828, in pursuance to the said several notices so publicly given as aforesaid, we proceeded at the time and place mentioned in said notices to sell the land so attached as aforesaid, in the suit aforesaid, at public auction, in quarter-sections as follows, to wit: the southwest quarter of section No. 2, township No. 3, to Charles Noble, he offering most for the same, at fifty cents per acre, amounting to $80; the northwest quarter of section No. 3, township No. 3, to Charles Noble, he offering most for the same, at fifty cents per acre, amounting to $80; the southwest quarter of section No. 3, township No. 3, to Charles Noble, he offering most for the same, at fifty-one cents per acre, amounting to $81 60; amounting in all to the sum of two hundred and forty-one dollars and sixty cents. All of which is respectfully submitted.

Dated at Monroe, April 5th, 1828.

JEREMIAH LAWRENCE,
SAMUEL CHOATE,
*Auditors.*

*Notice.*—Auditor's Sale.

The undersigned auditors, appointed by the county court of Monroe county, in the Territory of Michigan, by virtue of an order from said court, will proceed to sell at public auction on Saturday, the fifth day of April next, at the court house in the village of Monroe, in said county, the lands and tenements of Martin Baum, Robert Piatt, George A. Worth, and William M. Worthington, survivors of Martin Baum, John H. Piatt, deceased, Robert Piatt, George A. Worth, and William M. Worthington, to wit: the southwest quarter of section numbered two, township numbered three, and the northwest and southwest quarters of section numbered

three, in township numbered three, and all within the United States reservation of twelve miles square, at the foot of the Miami rapids, in said county of Monroe, containing four hundred and eighty acres of land, attached at the suit of William Oliver. Sale to commence at eleven o'clock in the forenoon of said day. Terms of sale—cash.

JOSEPH FARRINGTON,
SAMUEL CHOATE,
JEREMIAH LAWRENCE,
*Auditors.*

MONROE, *February 28th*, 1828.

*Certificate.*

I hereby certify that I have posted up copies of the within notice at the following places in the county of Monroe, being the most public places, to wit: at the court house in the village of Monroe, at Chapman's tavern, and at Lorange's grocery in said village; at the toll house, and at Col. John Anderson's store, in the township of Frenchtown; and I also enclosed one copy of the within notice to the postmaster at Port Lawrence by mail, and requested him to put the same up in his office.

JEREMIAH LAWRENCE.

MONROE, *March 3d*, 1828.

*Costs.*

Clerk's fees, $10 50; court fees, $2 87½; sheriff's costs on writ, &c., $8 25; attorney fees, $5; printer's bill, $18; sheriff's costs, jury and appraisers on execution, $12 50; auditors' fees, as per order of court to Jeremiah Lawrence, $3 50; Samuel Choate, $4 18¾; Joseph Farrington, $3—$67 81¼.

STATE OF MICHIGAN, *county of Monroe, ss:*

I, Lament Durocher, clerk of the county of Monroe, and ex-officio clerk of the courts in and for said county, do hereby certify unto all persons who shall see these presents, that the foregoing is a true transcript, taken from the records and files of the Monroe county court, (in the late Territory of Michigan,) now remaining in my office, in the case of William Oliver, plaintiff in attachment, vs. Martin Baum, Robert Piatt, George A. Worth, William M. Worthington, survivors of Martin Baum, John H. Piatt, deceased, Robert Piatt, George A. Worth, and William M. Worthington, defendants.

In testimony whereof, I have hereunto set my hand and affixed the seal of the court of said county, at Monroe, this [L. S.] twentieth day of October, in the year of our Lord one thousand eight hundred and thirty-six, and of the independence of the United States of America the sixty-first.

LAMENT DUROCHER, *Clerk.*
By CARLOS COLTON,
*Deputy Clerk Monroe county.*

STATE OF MICHIGAN, *Monroe county, ss :*

I, William A. Fletcher, chief justice of the supreme court of said State, do hereby certify that Lament Durocher was, at the date of the foregoing certificate, clerk of the county of Monroe, and ex-officio clerk of the circuit court of said county, and that the seal thereunto annexed is the seal of said court. I further certify that the said circuit court is the court in which, by the laws of this State, the jurisdiction, heretofore belonging to and exercised by the county court for Monroe county, is now vested, and that the records and proceedings of the said late county court, (the same being now by law abolished,) are now, and were at the date of the foregoing certificate, in the custody of Lament Durocher, clerk as aforesaid, and that the attestation above, by his deputy, is in due form.

Dated this seventeenth day of February, one thousand eight hundred and thirty-seven.

WM. A. FLETCHER.

STATE OF MICHIGAN, *Supreme Court, 1st Circuit, ss :*

I, John Winder, clerk of said court, do hereby certify unto all persons whom it may concern, that the honorable William A. Fletcher, the maker of the above certificate, is the chief justice of the supreme court of the State of Michigan, and was so at the date of his said certificate ; and was, at the time *date* of the within exemplification, ex-officio presiding judge of the circuit court of the county of Monroe, in the State of Michigan; and further, that the above signature, purporting to be his, is genuine.

In testimony whereof, I have hereunto set my hand, and affixed the seal of said supreme court, at the city of Detroit,
[L. S.] this seventh day of March, in the year of our Lord one thousand eight hundred and thirty-seven, and of the independence of the United States of America, the sixty-first.

JN. WINDER, *Clerk.*

STATE OF MICHIGAN, *Supreme Court, 1st Circuit, ss:*

I, John Winder, clerk of said court, do hereby certify that the honorable William A. Fletcher, the maker of the foregoing certificate, is the chief justice of the supreme court of the State of Michigan, and was so at the date of the said certificate ; and was, at the date of the said certificate, ex-officio presiding judge of the circuit court of the county of Monroe, in the State of Michigan, duly commissioned and qualified ; and further, that the foregoing signature, purporting to be his, is genuine and true.

In testimony whereof, I have hereunto set my hand, and affixed the seal of said supreme court, (no permanent seal
[L. S.] being as yet provided,) at the city of Detroit, this first day of May, in the year of our Lord one thousand eight hundred and thirty-seven.

JNO. WINDER, *Clerk.*

Attach this in lieu of former certificate of Jno. Winder, to copy of proceedings in attachment suit, first not considered sufficiently full.

W. O.
*Per Jus. V. W.*

WILLIAM OLIVER, complainant,
vs.
MARTIN BAUM, defendant.

*Ex. Record in Chancery.*

Exemplification of the record of the supreme court of the late Territory (now State) of Michigan, sitting as a court of chancery, in the case between William Oliver, complainant, and Martin Baum, defendant.

TERRITORY OF MICHIGAN, *to wit:*

To the honorable the judges of the supreme court of the Territory of Michigan, sitting as a court of chancery:

Humbly complaining, sheweth unto [your] honors, William Oliver, of Cincinnati, in the county of Hamilton, in the State of Ohio, that on or about the twenty-seventh day of August, in the year of our Lord one thousand eight hundred and twenty-three, Martin Baum, of said Cincinnati, in said county and State, was seized, or pretended to be seized, of certain tracts or lots of land, situated in the township of Erie, and county of Monroe, in the Territory of Michigan, hereinafter mentioned.

And your orator further sheweth unto your honors, that on the said twenty-seventh day of August, in the year aforesaid, the said Martin Baum became, and was justly indebted to your orator in the sum of eighteen hundred and thirty-five dollars and forty-seven cents, to be paid to your orator, or his certain attorney, heirs, executors, administrators, or assigns, on or before the first day of January, eighteen hundred and twenty-four, with interest thereon from the first day of September, eighteen hundred and twenty-three.

And your orator further sheweth unto your honors, that the said Martin Baum, in order to secure the payment of the said principal sum of money, with the lawful interest thereof, in manner as afore-
[1.] said, afterwards, to wit, on the same twenty-seventh day of August, in the said year of our Lord one thousand eight hundred and twenty-three, at said Cincinnati, in the county of Hamilton, in the State of Ohio aforesaid, in and by a certain indenture of mortgage, bearing date the same day and year last aforesaid; and also in consideration of one dollar to him in hand paid by your orator, at and before the ensealing and delivery of the said indenture of mortgage, did grant, bargain, sell, alien, release, convey, and confirm unto your orator, and to his heirs and assigns forever, all the following described lots or tracts of land, situated in said township of Erie, in said county of Monroe, in the Territory of Michigan, and within

the United States reservation of twelve miles quare, at the foot of the rapids of the Miami of Lake Erie, as numbered and sold by the United States at the public sales of Wooster, in eighteen hundred and seventeen, to wit: tract numbered three, on the west side of the Miami river aforesaid, containing one hundred and fifty-four and one-fourth acres; also, tract numbered four, on the same side of the river aforesaid, containing one hundred and forty-three and one-fourth acres; also, tract numbered eighty-six, on the opposite and east side of the said Miami river, containing one hundred and eighty-one acres, excepting sixty acres off the upper end of said last mentioned tract, of equal width the same, agreeably to the sale made by the said Martin Baum to Joseph Prentice and Tromley, in January, eighteen hundred and twenty-three; and also tract numbered eighty-seven, on the same side of the river as [2.] the last tract, containing ninety-three acres of land; and on the estate, right, title, interest, claim and demand of the said Martin Baum, of, in, and to the said premises, and every part thereof, together with all and singular, the privileges and appurtenances thereunto belonging, or in any wise appertaining, and the rents, issues, and profits thereof: to have and to hold the said above described premises, with all and singular the privileges and appurtenances thereunto belonging, unto your orator, his heirs, and assigns, to the only proper use, benefit, and behoof of your orator, his heirs and assigns forever. Provided always, *and* the said indenture of mortgage, and the estate and interest thereby granted, were upon this condition: nevertheless, that if the said Martin Baum, his heirs, executors, or administrators, should well and truly pay or cause to be paid unto your orator, or his certain attorney, heirs, executors, administrators, or assigns, the sum of eighteen hundred and thirty-five dollars and forty-seven cents, on or before the first day of January, eighteen hundred and twenty-four, with interest thereon from the first day of September, eighteen hundred and twenty-three, at the time and in the manner mentioned in the condition of the indenture of mortgage, according to the time, interest, and meaning thereof; that then, and from thenceforth, the said indenture of mortgage, and the estate thereby granted, and every thing therein contained, should cease, determine, and be absolutely void, to all intents and purposes, otherwise to be and remain in full force [3.] and virtue, as in and by the said indenture of mortgage, duly executed by the said Martin Baum, under his hand and seal, and now in the possession of your orator, ready to be produced and proven, as this honorable court shall direct, reference being thereto had, will more fully and at large appear.

And your orator further shows unto your honors, that on the same twenty-seventh day of August, in the year one thousand eight hundred and twenty-three, the execution of the said indenture of mortgage was duly acknowledged, in due form of law, before Isaac G. Burnet, then mayor of the city of Cincinnati, in the

county of Hamilton, in the State of Ohio aforesaid, by the said Martin Baum, as in and by a certificate of the acknowledgement thereof, endorsed on the said indenture of mortgage, and signed by the said Isaac G. Burnet as aforesaid, and to which your orator, for greater certainty, prays leave to refer, may more fully and at large appear.

And your orator further showeth unto your honors, that on the twelfth day of May, in the year of our Lord one thousand eight hundred and twenty-four, the said indenture of mortgage was in due form of law registered in the office of the register in and for the county of Monroe, in the said Territory of Michigan, in liber F, page two hundred and thirty, thirty-one, thirty-two, and thirty-three, by Charles Noble, register of the said county of Monroe, as by the registry of the said indenture of mortgage, and signed by the said Charles Noble, register as aforesaid, sufficiently appears; and to which said registry and minute thereof, so as aforesaid, en-
[4.] dorsed on the said indenture of mortgage, your orator, for greater certainty, prays leave to refer himself, if it be necessary so to do.

And your orator further shows unto your honors, that all the principal money secured by the said indenture of mortgage, together with the interest thereof, in manner aforesaid, still remain due and owing, no part thereof having been paid, or satisfied to your orator, so that your orator is greatly delayed and disappointed in the receipt of the said money; by means of which said several premises, the said indenture of mortgage, and the estate thereby mortgaged to your orator, became absolute in your orator, his executors and administrators.

And your orator further showeth unto your honors, that the said Martin Baum has at all times possessed and enjoyed, and that he does still possess and enjoy, the said mortgaged premises, with the appurtenances, and that he has always received, and still does receive, the rents, issues, and profits thereof.

And your orator further shows unto your honors, and expressly charges, that the said mortgaged premises are a slender and scanty security for the payment of the principal and interest money so due to your orator as aforesaid, and that your orator, or some other person for him, hath frequently and in a friendly manner applied to the said Martin Baum, and requested him to pay and discharge the said principal and interest moneys so due to your orator on said
[5.] indenture of mortgage, in manner aforesaid; and your orator well hoped that the said Martin Baum would have complied with such reasonable request of your orator, and would have paid to your orator such principal and interest moneys, so as aforesaid due to your orator on said indenture of mortgage in manner aforesaid, as in equity and good conscience he ought to have done.

But now so it is, may it please your honors, that the said Martin Baum, combining and confederating to and with divers other persons at present unknown to your orator, (but whose names, when

discovered, your orator prays may be inserted herein, and that they may be made parties hereto, with proper and apt words to charge them,) how to injure and aggrieve your orator in the premises, and to defraud him of the said principal and interest moneys, so as aforesaid due to your orator on the said indenture of mortgage herein before mentioned, sometimes give out and pretend, that although your orator's estate in the premises may have become absolute in law, yet that your orator cannot dispose of the said premises to any purchaser, in any manner, and that the same will be subject to an equity of redemption; and at other times the said Martin Baum gives out and pretends that the said principal sum of money and interest, so due to your orator as aforesaid, have been paid off and discharged, and thereby that the said indenture of mortgage has become void; and that your orator's estate, title, and interest in the premises have become totally extinguished; all which actings and doings of the said Martin Baum and his confederates are con-
[6.] trary to equity and good conscience, and tend to the manifest wrong, injury, and oppression of your orator. In tender consideration whereof, and for as much as your orator has not a complete and safe remedy in the premises at and by the strict rules of the common law, nor can foreclose the equity of redemption of the said mortgaged premises, or safely sell the same for the payment and satisfaction of the said principal and interest moneys, so as aforesaid due to your orator, on the said indenture of mortgage, in manner aforesaid; to the end, therefore, that the said Martin Baum, (and his confederates when discovered,) may, upon their several and respective corporal oaths, true, full, and perfect answers make to all and singular the said premises, as fully and particularly as if the same were here again repeated, and they thereto particularly interrogated, according to the best of their respective information, knowledge, remembrance, or belief; and that the said Martin Baum may be ordered to pay to your orator the said principal sum of eighteen hundred and thirty-five dollars and forty-seven cents, herein before mentioned and expressed, and so due on the said indenture of mortgage herein before mentioned and set forth as aforesaid; aad all the interest money now due, or to grow due thereon, together with all your orator's costs and charges in this behalf sustained, by a short day to be appointed by this honorable court; and in default thereof, that the said Martin Baum, and all persons claiming or to claim under him, may be forebound of and from all equity of redemption and claim of, in, and to the said
[7.] mortgaged premises, and every part and parcel thereof, with the appurtenances, and may deliver over unto your orator all patents, deeds, demises, and writings whatever, relating to or concerning the same; and that all and singular the said mortgaged premises, with the appurtenances, may, by the order and decree of this honorable court, be sold, and out of the moneys arising from the sale thereof, your orator may be paid the full amount of the principal

sum of eighteen hundred and thirty-five dollars and forty-seven cents, hereinbefore mentioned and expressed, and so due to your orator as aforesaid, in said indenture of mortgage, in manner aforesaid, and all the interest money due, and to grow due thereon, together with all your orator's costs and charges in this behalf sustained; and that your orator may have such other and further relief in the premises, as to your honors may seem proper and shall be agreeable to equity and good conscience, may it please your honors, the premises considered, to grant unto your orator the most gracious writ of subpœna of the United States of America, issuing out of and under the seal of this honorable court, to be directed to the said Martin Baum, therein and thereby commanding him, on a certain day and under a certain penalty therein to be inserted, personally to be and to appear before your honors in this honorable court, then and there to answer all and singular the said premises, and to stand to, and abide by such order and decree therein, as to your honors shall seem meet, and shall be agreeable to equity and good conscience. And your orator will ever pray, &c.

WOLCOTT & LAWRENCE,
*Solr. for Complainant.*
CHAS. JAS. LANMAN,
*Of Counsel.*

1825, October 13.—Bond for costs filed.

Know all men by these presents, that we, Charles J. Lanman and Wolcott Lawrence, of the town and county of Monroe, in the Territory of Michigan, stand held and firmly bound unto Martin Baum, of Cincinnati, in the county of Hamilton, in the State of Ohio, in the penal sum of one hundred dollars, to be paid to the said Martin Baum, his heirs or assigns, for which payment well and truly to be made, we bind ourselves, our heirs, executors, and administrators, firmly by these presents. Sealed with our seals, and dated this 11th day of October, A. D. 1825.

The condition of the foregoing obligation is such, that whereas William Oliver is about to commence a bill in chancery against the said Martin Baum to foreclose a mortgage in the supreme court of the Territory of Michigan; now, therefore, if the said William Oliver shall pay and satisfy all costs which may be lawfully taxed against him in said case, then this bond to be void, otherwise to be and remain in full force and virtue.

CHAS. JAS. LANMAN, [L. S.]
WOLCOTT LAWRENCE. [L. S.]

Signed, sealed, and delivered in presence of
JOHN ANDERSON.

October 13th.—Affidavit of non-residence filed.

MONROE COUNTY, *ss:*

I, Charles J. Lanman, of lawful age, deposeth and saith, that Martin Baum, the respondent in the bill of complaint of William

676.

Oliver, according to the best knowledge and belief of this deponent, resides out of the Territory of Michigan, to wit: at Cincinnati, in the county of Hamilton, in the State of Ohio; and further this deponent saith not. CHAS. J. LANMAN.

Sworn before me, this 11th day of October, 1825.

JOHN ANDERSON,
*Chief Justice C. M.*

1825, October 13th.—Order for publication filed.

Michigan Territory, Supreme Court, September Term, A. D. 1825.

WILLIAM OLIVER
*vs.*
MARTIN BAUM. } In chancery.

On motion of Lanman and Lawrence, solicitors for complainant, and affidavit of the non-residence of the respondent filed, it is ordered by the court, that notice be given to Martin Baum, the respondent in this case, a non-resident, of the filing of the complainant's bill, by publishing this order for nine weeks successively in the Michigan Sentinel, a public newspaper published at Monroe, in the county of Monroe, and Territory of Michigan; and if the said Martin Baum do not appear, file a plea, demur, or answer to the said complainant's bill of complaint, on or before the first day of the next ensuing term of this court, provided the last publication of said notice be made at least three months previous to the said first day of said term, the said bill shall be taken pro confesso against him, and decree made thereon according to the statute in such case made and provided.

By the court. J. KEARSLEY, *Register.*

MONROE, M. T., *February 8th*, 1826.

I certify that an advertisement, of which the above is a copy, was published *nine weeks* successively in the *Michigan Sentinel*, published at the county seat of Monroe, M. T.

EDW'D D. ELLIS, *Proprietor.*

I do solemnly swear that a copy of the above notice was published nine weeks successively in the Michigan Sentinel.

W. LAWRENCE.

Sworn and subscribed in open court.

JOHN WINDER, *Clerk.*

*October* 27, 1826.

MONROE, M. T., *February 8th*, 1826.

Wolcott Lawrence,

To Edward Ellis, Dr.

By publishing chancery notice 1½ s. d. w. William Oliver vs. Martin Baum $4 12½; extra papers forwarded to said Oliver 37½—$4 50. Received payment, EDWARD D. ELLIS.

1825, December 8th.—The case of William Oliver against Martin Baum is continued until the next term.

1826, October 23d.—Oliver vs. Baum—continued nisi.

October 26th.—Oliver vs. Baum. On motion, it is ordered by the court that the continuance entered at this term be stricken off, and the case be referred to the master in chancery, to report the amount due the complainant on the mortgage on or before to-morrow at 10 o'clock in the forenoon.

October 27th.—William Oliver vs. Martin Baum. In this case, it is, upon motion, ordered that the complainant have leave to file an amended or supplemental bill on or before the first day of February next; provided, that if the complainant elect by that time to file such amended or supplemental bill, then in such case he cause either personal notice to be given to said defendant, or that he cause the filing and pendency of such amended bill to be advertised in the Michigan Sentinel; also in some newspaper printed in the city of Cincinnati, in the State of Ohio, during six weeks successively; and it is further ordered, that in the event of the filing of such amended or supplemental bill within the time aforesaid, and notice thereof given as aforesaid personally or by advertisement, then the said defendant shall appear, plead, or demur to the same on or before the first day of next term, or said amended or supplemental bill, as also the original bill, to be taken as confessed, and the matters thereof decreed accordingly, so as said notice, if given by advertisement, be published at least six weeks before the said first day of next term.

1827, December 7th.—William Oliver vs. Martin Baum. Upon motion by Lawrence and Cole, solicitors for the complainant, ordered that the entries made at the last term for personal notice be stricken out, and that the complainant's bill, and the allegations therein contained, be taken as confessed, the defendant having failed to plead, answer, or demur according to the rule of court made and published, and that it be referred to the master, to report the amount of principal and interest moneys due complainant.

December 20th.—Master's report filed in chancery between William Oliver, complainant, and Martin Baum, defendant.

To the honorable the judges of the supreme court, sitting as a court of chancery.

In pursuance of an order of this honorable court in the above cause, without date, by which it was referred to the undersigned master commissioner in chancery of this honorable court, to compute and ascertain the amount due to the complainant in the above cause for principal and interest on the mortgage mentioned and set forth in the said complainant's bill of complaint, and that he make report thereon, I, the subscriber, a master commissioner of this honorable court, by virtue of and pursuant to the said order,

do hereby report that the solicitor for the complainant in the above cause has appeared before me on the matters in reference therein mentioned; and I do further certify and report that I have computed and ascertained the amount due to the above complainant for principal and interest on the mortgage mentioned and set forth in the complainant's bill of complaint, to be the sum of two thousand three hundred and five dollars, ninety-six cents; and I do further certify and report that the schedule hereunto annexed, and making part of this my report, contains a statement and account of the principal and interest moneys due to the said complainant on the said mortgage, and to which, for greater certainty, I refer. All which is respectfully submitted.

ROBERT ABBOTT,
*Master Com'r in Chancery.*

DETROIT, 12*th December*, 1827.

*Schedule.*

| | |
|---|---|
| For the sum of $1,835 47, made payable on or before the 1st day of January, 1824, with interest thereon four months prior, which sum is secured by a mortgage bearing date the 27th day of August, 1823, - | $1,835 47 |
| Interest due thereon from the 1st day of September, 1823, to the 8th day of December, 1827, is 4 years, 3 months and 8 days, at 6 per cent. per annum - | 470 49 |
| Amount due complainant, 12th December, 1827, | $2,305 96 |

Master's fees.—1st report $1 00; 2d report $1 00—$2 00.

ROBERT ABBOTT,
*Master Com'r in Chancery.*

DETROIT, 12*th December*, 1827.

*Mortgage.*

This indenture, made this twenty-seventh day of August, in the year of our Lord one thousand eight hundred and twenty-three, between Martin Baum, of the first part, and William Oliver, all of Cincinnati, Hamilton county, Ohio, of the second part, witnesseth: that the said Martin Baum, for and in consideration of the sum of eighteen hundred and thirty-five dollars and forty-seven cents, lawful money of the United States, to him in hand well and truly paid by the said William Oliver, the receipt whereof is hereby acknowledged, hath granted, bargained, sold, aliened, released, conveyed, and confirmed, and by these presents doth grant, bargain, sell, alien, release, convey, and confirm unto the said William Oliver, heirs and assigns forever, all the following described tracts of land, situated within the United States reservation of twelve miles square, at the foot of the rapids of the Miami of

Lake Erie, as numbered and sold by the United States at the public sales at Wooster, in 1817, viz: tract numbered three, on the west side of the Miami river aforesaid, containing one hundred and fifty-four and one-fourth acres; tract numbered four, on the same side of the river aforesaid, containing one hundred and forty-three and one-fourth acres; tract numbered eighty-six, on the opposite and east side of the Miami river aforesaid, containing one hundred and eighty-one acres, excepting sixty acres off the upper end of said tract, to be of equal width across the same, agreeably with the sale made by the aforesaid Martin Baum to Joseph Prentice and Tromley, in January, 1823; one tract numbered eighty-seven, on the same side of the river as last tract, containing ninety-three acres; and all the estate, right, title, interest, claim and demand of him, the said Martin Baum, of, in, and to the said premises and every part thereof; together with all and singular the privileges and appurtenances to the same belonging, or in any wise appertaining, and the rents, issues and profits thereof; to have and to hold the premises hereby bargained and sold, or meant, or intended to be, with the appurtenances, to the only proper use and behoof of the said William Oliver, his heirs and assigns forever.

And the said Martin Baum, for himself, his heirs, executors, and administrators, do promise, covenant, and agree, to and with the said William Oliver, his heirs, executors, administrators, and assigns, that he is the true and lawful owner of the premises hereby granted, and hath good right, full power, and lawful authority, to sell and convey the same in manner and form aforesaid. And further, that he, the said Baum, for himself, his heirs, executors, and administrators, will warrant and forever defend the aforesaid premises, with their appurtenances, and every part and parcel thereof, unto the said William Oliver, his heirs and assigns, against all persons claiming or to claim, by, from, or under him, them, or any of them, or by, from, or under any other person or persons whomsoever: Provided, nevertheless, and it is hereby expressly declared to be the true intent and meaning of these presents, that if the said Martin Baum, his heirs, executors, or administrators, shall well and truly pay, or cause to be paid unto the said William Oliver, or his certain attorney, heirs, executors, administrators, or assigns, the sum of eighteen hundred and thirty-five dollars and forty-seven cents, on or before the first day of January, eighteen hundred and twenty-four, with interest thereon from the first day of September, eighteen hundred and twenty-three, being the sum due to the said William Oliver from the said Martin Baum and his associates in the purchase of said property, then, and in that case, the foregoing indenture, and every part thereof, to be void and of no effect, otherwise to be and remain in full force and virtue.

In witness whereof, the said Martin Baum hath hereunto set his hand and seal, the day and year first above written.

MARTIN BAUM. [SEAL.]

Sealed and delivered in the presence of
THOMAS MITCHELL,
LEWIS WHITMAN.

STATE OF OHIO, *city of Cincinnati, ss:*

Before me, mayor of the city of Cincinnati aforesaid, personally appeared Martin Baum, the grantor in the foregoing indenture of mortgage named, and acknowledged the above deed to be his voluntary act and deed, for the uses and purposes therein mentioned.

In testimony whereof, I have hereunto set my hand and seal of office, the twenty-seventh day of August, in the year of [our] Lord one thousand eight hundred and twenty-three. [L. S.]

ISAAC BURNET, *Mayor.*

Endorsement on mortgage: MARTIN BAUM to W. OLIVER.

Received for record May 12th, 1824, at 9 o'clock, A. M., and recorded by me this 12th day of May, A. D. 1824, in liber F, folio 230, 1, 2, 3. Fees $1.

CHAS. NOBLE, *Register.*

1828, January 2d, decree filed.

*Decree.*

WILLIAM OLIVER vs. MARTIN BAUM. } In chancery.

The complainant's bill having been taken as confessed, and the master having reported the sum of two thousand three hundred and five dollars and ninety-six cents due the complainant from the defendant, and mentioned and secured in and by the mortgage set out in said bill—it is, therefore, ordered, adjudged, and decreed by the court, that the defendant redeem the said mortgaged premises described in complainant's bill, by the payment of that sum, with the costs of this suit, on or before the first Monday of July next, or that the said described premises, that is to say, all and singular the following described tracts of land, situated in the township of Erie, in the county of Monroe, in the Territory of Michigan, and within the United States reservation of twelve miles square, at the foot of the rapids of the Miami river of Lake Erie, as numbered and sold by the United States at the public land sales at Wooster, in the State of Ohio, in eighteen hundred and seventeen, to wit: tract numbered three, on the west side of the Miami river aforesaid, containing one hundred and fifty-four and one-fourth acres; also tract numbered four, on the same side of the river aforesaid, containing one hundred and forty-three and one-fourth acres; also tract num-

bered eighty-six, on the opposite or east side of said Miami river, containing one hundred and eighty-one acres, (excepting sixty acres off from the upper end of said last mentioned tract, to be of equal width across the same, agreeably to the sale made by said Martin Baum to Joseph Prentice and one Tromley, in January, eighteen hundred and twenty-three;) and also tract numbered eighty-seven, on the same side of said river with the last mentioned tract, containing ninety-three acres of land—be exposed to sale at public auction by the register of this court, at the village of Monroe, on the first Monday of September next, the said register giving six weeks' notice previous to said sale, by publication in the Michigan Sentinel, printed at Monroe, in the Territory of Michigan; and that out of the proceeds of said sale, the aforesaid sum of two thousand three hundred and five dollars and ninety-six cents, with the costs of this suit, be paid to the said complainant, and that the residue, if there be any, of the said moneys, remain with the register of this court, subject to the order of the said defendant, or such further decree as the court may make respecting the same; and that the said register do make and execute, to the purchaser of the said premises, good and sufficient deeds of conveyance, and make report of his proceedings to this court at the next term thereafter.

Signed the fifth day of September, one thousand eight hundred and twenty-eight.

SOL. SIBLEY,
HENRY CHIPMAN.

1828, *September* 3.

*Report of sale of assistant register.*

To the honorable the judges of the supreme court of the Territory of Michigan, sitting in chancery.

In pursuance of a decretal order of the court of chancery made in the above cause, bearing date the second day of January, in the year of our Lord one thousand eight hundred and twenty-eight, by which, among other things, it was adjudged, directed, ordered, and decreed, that all and singular the several and respective mortgaged premises, mentioned and described in the complainant's bill of complaint in this cause, should be sold at public auction, by and under the direction of the register of this court, the said register giving six weeks' previous notice of the time and place of the sale thereof in the Michigan Sentinel, published at the village of Monroe, which said mortgaged premises are described in the said order as follows, to wit: all and singular the following tracts of land, situated in the township of Erie, in the county of Monroe, in the Territory of Michigan, and within the United States reservation of twelve miles square, at the foot of the rapids of the Miami river of Lake Erie, as numbered and sold by the United States at the public land sales at Wooster, in the State of Ohio, in eighteen hundred

and seventeen, to wit: tract numbered three, on the west side of the Miami river aforesaid, containing one hundred and fifty-four and one-fourth acres; also tract numbered four, on the same side of the river aforesaid, containing one hundred and forty-three and one-fourth acres; also tract numbered eighty-six, on the opposite or east side of said Miami river, containing one hundred and eighty-one acres, (excepting sixty acres off from the upper end of said last mentioned tract, to be of equal width across the same, agreeably to the sale by Martin Baum, the defendant in this case, to Joseph Prentice and one Tromley, in January, eighteen hundred and twenty-three;) also tract numbered eighty-seven, on the same side of said river with the last mentioned tract, containing ninety-three acres of land.

And it was further ordered and decreed, that the said register should execute a deed to the purchaser thereof; that he should, out of the proceeds of said sale, pay the sum of two thousand three hundred and five dollars and ninety-three cents, with the costs of this suit, *be paid* to the complainant, and that the residue, if there be any, of the said moneys remain with the register of this court, subject to the order of the said defendant, or such further decree as the court may make respecting the same. And further, that the said register should make report of his proceedings therein, at the next term of this court thereafter.

I, the subscriber, assistant register of this honorable court, and who was, at the time of said sale, vested with all and singular the powers of register of this court, as appears of record, by virtue of and in pursuance of said order, do hereby report, that all and singular the mortgaged premises herein above particularly mentioned and described were, on the ninth day of July, A. D. 1828, by me duly advertised, and noticed for sale at public auction, at the village of Monroe, in the county of Monroe, in the Territory of Michigan, for the first Monday of September, at the court house in said village, at 12 o'clock at noon of that day; that the said notice contained a description of the said mortgaged premises, and was published in the Michigan Sentinel, (published at the village of Monroe aforesaid,) for six weeks, once in each week, previous to the sale of the said mortgaged premises. And I do further report, that on the first Monday of September, which was on the first day of September, A. D. 1828, the day on which the said premises were so advertised to be sold as aforesaid, I attended at the place of sale, and that the said mortgaged premises were duly sold, under my direction, and fairly struck off to the following person, for the following sums, to wit: the first tract mentioned and particularly described as above, containing one hundred and fifty-four acres and one-fourth of an acre, for the sum of one dollar and twenty-five cents an acre; the second tract mentioned and described as above, containing one hundred and forty-three acres and one-fourth of an acre, for the sum of one dollar an acre; the third tract mentioned

and described as above, containing one hundred and eighty-one acres, (excepting sixty acres off from the upper end of said tract,) for the sum of one dollar and twenty-five cents an acre; and the third tract numbered and described as above, containing ninety-three acres, for the sum of one dollar and twenty-five cents an acre: the aggregate sum accruing from the sales of the said four tracts of land, at the sums set forth as above, being six hundred and eighteen dollars and fifty-six cents. And I do further report, that William Oliver, the complainant in this case, being the highest bidder, I struck off each and all of the foregoing tracts of land to him, for the sums respectively mentioned above. And I do further report, that I have executed good and sufficient deeds for the said premises, so sold as aforesaid, to the above named purchaser. All which I respectfully submit to this honorable court.

Dated at the city of Detroit, this 3d day of September, A. D. 1828.

CHARLES W. WHIPPLE,
*Assistant Register in Chancery.*

STATE OF MICHIGAN, *In chancery, first circuit, ss:*

I, John Winder, register in chancery, first circuit, do hereby certify the above and foregoing to be a true exemplification of the record of the supreme court of the late Territory, now State of Michigan, sitting as a court of chancery, (transferred by statute to my office,) in the case between William Oliver, complainant, and Martin Baum, defendant.

In testimony whereof, I have hereunto set my hand, and affixed the seal of said court of chancery of the State of Michigan, for the first circuit, (no permanent seal being yet provided for said court,) at the city of Detroit, this twenty-sixth day of April, in the year of our Lord one thousand eight hundred and thirty-seven.

[L. S.]

JNO. WINDER, *Register.*

STATE OF MICHIGAN, *ss:*

I, Elon Farnsworth, chancellor of said State, and presiding judge of the courts of chancery therein, do hereby certify that John Winder, whose certificate appears to the foregoing exemplification, was, at the date thereof, register in chancery, in and for the first circuit, in said State; that the seal thereto annexed is at present the seal of said court; that the said court of chancery, as now organized and existing, is the court in which, by the laws of the State of Michigan, the jurisdiction formerly exercised by the supreme court of the Territory of Michigan, sitting in chancery, is now vested; that the record and proceedings above transcribed are, by the laws of this State, now in the custody of John Winder, register as aforesaid, and that the above attestation by him is in due form, and by the proper officer.

Dated May 1st, 1837.

ELON FARNSWORTH, *Chancellor.*

STATE OF MICHIGAN, *In chancery, first circuit, ss:*

I, John Winder, register in chancery, do hereby certify that the honorable Elon Farnsworth, the maker of the within certificate, is the chancellor of the State of Michigan, and who alone presides in all the courts of chancery in said State, duly commissioned and qualified, and that the signature to said certificate, purporting to be his signature, is true and genuine.

In testimony whereof, I have hereunto set my hand, and affixed the seal of said court, at Detroit, this first day of [L. s.] May, in the year of our Lord one thousand eight hundred and thirty-seven.

JNO. WINDER, *Register.*

*Baum's letter to Comm'r G. L. O.*

CINCINNATI, 20*th July*, 1827.

SIR: In consequence of the President's proclamation, announcing the sales of lands, I attended at Delaware on the 9th instant, but was much disappointed to find there instructions from the General Land Office to withhold from sales all lands situate north of the line which divides the State of Ohio and the Michigan Territory; for I went there for the express purpose of repurchasing tracts Nos. 1 and 2, in the Maumee reservation, which I formerly owned, and which I have relinquished. As I was concerned in a number of lots and tracts of land in the Maumee and Sandusky reservations, some of which I have relinquished, and others retained—on all of which I have sustained a loss, particularly on the two tracts above mentioned, which have produced a great one—I consequently wish to repurchase them, and hence give you a statement of facts relative to them.

In the year 1817, sundry persons and myself purchased at the Wooster sales a number of lots and tracts of land, lying in the Maumee and Sandusky reservations. These lands, though bought in sundry persons' names, were afterwards transferred to me as agent, for the purpose of managing and conveying them, in case of sales. The rage of speculation then ran high, and it is admitted that the agents who purchased for this party partook of that extravagance. Among the lands bought, were tracts No. 1 and No. 2, in the Maumee reservation; the first containing 201½ acres, at $20 15, and the second containing 200 acres, at $76 05 per acre, amounting together to nearly $20,000. In the same fall, I laid out a town on these tracts, adjoining the Maumee river, sold a number of lots to individuals, gave title bonds for lawful conveyances. Several dwellings were shortly afterwards erected on some of those lots.

In the mean time a change of circumstances took place. The hard times and the law of Congress reducing the price of lands succeeded. These have had such a depressing influence on the value

of this species of property in the western country, that it would have been folly to have paid for the whole of these two tracts at the purchase price. The sales at Delaware, on the 9th instant, will prove the correctness of this assertion. Under these circumstances, (anxious to comply as far as possible with my engagements with those who had bought town lots,) I proposed to the register at Wooster to divide those two tracts, and that I would retain and pay for the eastern halves, on which the town was laid off, at the original price. This was refused, as you may see by reference to a letter from J. Meigs, esq., to the register at Wooster, dated 21st August, 181 . The only alternative left was to relinquish to Government, (which I have done,) to abide all consequences, and to rely on the mercy of Congress for relief. I accordingly petitioned that body for redress early in the year 1822, but believe no decision has as yet been made. It is however still before them, and I hope a favorable result. When I saw the President's proclamation, announcing the sale of these lands, I had strong hopes that I should have it in my power to repurchase these lands, become repossessed of the buildings erected on the lots sold, for which I have already paid 6,000 or 7,000 dollars damages, and thus be also enabled to make conveyances for such other lots sold, and not yet redeemed, amounting to about $1,500 more.

The motives which have induced the Government to withhold these lands from sale are unknown to me. It has, however, been hinted, that the trustees of the seminary lands of the Michigan Territory have had sufficient influence to delay the sale, with a view to get the privilege of locating these two tracts for that purpose. If this is the fact, I protest against such an arrangement. They have no claim to them whatever, but mine is a strong one, and I am determined to pursue it in every possible way till I obtain justice.

It should be the peculiar care of Government to put all citizens on the same footing, and more particularly in contracts than in other matters. Now I say and contend, that all those who have bought public lands, previous to the reduction of the price, are far from equal grounds with those who have since purchased—they then have a claim for redress. My case has two more and distinct claims from those of the general ones, effecting very few, if any persons, excepting myself. I mean first in refusing to divide those tracts, which Congress intended to grant, and which the law authorized in these tracts as well as others; and secondly, in withholding them from sale at Delaware, while others in the same reservation were sold. It is the general opinion, in this western country, that the Treasury Department, instead of construing the law relative to the division of these tracts, according to its true meaning, has rather legislated—passed a new act. Independent of all other considerations connected with the land business, it certainly is not good policy in Government to invite and induce citizens to provide cash,

in these hard times, for purchasing—to travel 2, 3, or 400 miles to the place of sale, expending money and time, and then withhold the lands from sale, in the very face of the President's proclamation, and your own letter to Maj. W. Oliver, informing him that these tracts would be offered for sale on the 9th instant. But this measure is quite in conformity with others previously acted on by Government—for instance, the former President, in one of his messages to Congress, recommended to them to raise the price of the public lands, thus forestalling the people's minds with the idea that it would be done, and inducing them, in the mean time, to purchase largely and at high rates. Then, some time afterwards, when the people's money was pocketed, that honorable body reduces the price instead of raising it, ruining thousands who had previously bought; such transactions are unpardonable—disgraceful. How can Government expect honest citizens, when it itself learns them to cheat?

In my petition to Congress, I prayed for such relief as they might think just, or to offer those tracts again for sale immediately, so as to give me an opportunity to repurchase at a fair price; which, if it had been done in time, it would have saved me from paying heavy damages, because I could then have made conveyances for the lots sold. And had these tracts been offered for sale at Delaware, I now positively know that I would have repossessed them at fair rates. This is all I wish and want—it is my due, and I claim it as a right. I therefore solicit you to consider my case, and if in your power, to offer these tracts for sale at Delaware as soon as possible, and give me the same opportunity to repurchase that other persons, concerned in lands in the same reservation, have had and have embraced.

To show you how things operate, I give you a list of the lands I retained and paid—those retained on credit—those relinquished—the average prices—exhibiting the true result—the hardness of my case—and the comparative rates of former and late sales. I distinctly state that I do not accuse you or any other individual in these transactions; but I do say, that I think there are erroneous ideas entertained, and measures adopted and pursued by the Government relative to land transactions.

I know I am trespassing upon your time and pati*ons*, and greatly regret it; the severity of my case can be the only apology. Will you please inform me whether the tracts of land here alluded to will be offered for sale. If so, when and where, or what else will be done about them.

I am, moste respectfully, sir, your obedient servant,

MARTIN BAUM.

GEORGE GRAHAM, esq.,
*Commissioner of the General Land Office, Washington.*

GENERAL LAND OFFICE, *March* 26, 1840.

I do hereby certify, that the foregoing is a true copy [the word "acres," between the 26th and 27th lines, and the word "conveyances," between the 30th and 31st lines of the first page, and the word "it," between the 8th and 9th lines, and the word "conveyances," between the 14th and 15th lines of the fourth page, being first interlined] of a letter from Martin Baum to the Commissioner of the General Land Office, dated 20th July, 1837, on file in this office.

In testimony whereof, I have hereunto signed my name, and
[L. S.] caused the seal of the General Land Office to be affixed, on the day and date first above written.

JAS. WHITCOMB,
*Commissioner of the General Land Office.*

GENERAL LAND OFFICE, *February* 22, 1839.

SIR: I have the honor to return, herewith, the letter to you from Robt. Piatt, esq., which was received with yours of the 19th instant; and in reference to the subject of the same, I have to state, that lots Nos. 1 and 2, 86 and 87, in the 12 miles reserve, were purchased on the 19th July, 1817, by John H. Piatt, Gorham A. Worth, Robert Piatt, and William Worthington. The northwest quarter of section 2, in town. 3, the southwest quarter of section 2, town. 3, the northwest quarter of section 3, town. 3, the southeast quarter of section 3, town. 3, and southwest quarter of section 3, town. 3, all in 12 miles reserve, were also purchased by the same persons on the 21st of July, 1817, and by them assigned to Martin Baum, on the 17th of September, 1821. Lots 3 and 4, same reserve, were purchased by Wm. Oliver, on the 18th July, 1817, and by him assigned to Martin Baum, on the 15th of September, 1821. Mr. Baum relinquished his right to lots 1 and 2 on the 27th of September, 1821, to the United States, by his attorney, Micajah T. Williams, (per relinquishment No. 179.) Lots 86 and 87, 1 and 2, 3 and 4, and the 5 quarter-sections, (except the northwest quarter of section 2, [town.] 3, which appears to have been patented to Mary P. Ewing, one of the heirs of Martin Baum,) have all been patented to Wm. Oliver, by virtue of sundry assignments and reassignments.

This statement cannot, as requested by Mr. Piatt, be given under the seal of the office, the use of which is restricted to patents and copies of papers.

With great respect, sir, your obedient servant,

JAS. WHITCOMB, *Commissioner.*

Hon. W. W. SOUTHGATE,
*House of Representatives.*

UNITED STATES CIRCUIT COURT, *District of Ohio.*

WILLIAM OLIVER, MICAJAH T. WILLIAMS, and others, *ads.* ROBERT PIATT. } In chancery.

You are hereby notified that the defendants, William Oliver and Micajah T. Williams, will take the depositions of Jacob Burnet, George W. Jones, Samuel R. Miller, Thomas D. Carneal, and others, before me, mayor of the city of Cincinnati, at the mayor's office on Third street, between Main and Sycamore streets, in said city, on Monday the tenth day of November, A. D. 1839, between the hours of nine o'clock A. M. and five o'clock P. M. of that day, and to continue from day to day until all said depositions be taken, to be read as evidence on the trial of the above cause.

SAML. W. DAVIS, *Mayor.*

To Mr. ROBERT PIATT,
*Boon county, Kentucky.*
OCTOBER 31, 1839.

And afterwards, to wit, at the December term of said court, which was begun and held on the twenty-first day of December, anno domini one thousand eight hundred and forty, to wit: on the twenty-sixth day of December, came the parties by their solicitors, and on motion of complainant, it is ordered that William Miner, clerk of this court, be, and he is hereby, appointed guardian ad litem, to answer and defend for and on behalf of the infant defendants Kershner Baum, Ellen Baum, Egbert T. Schenck, Elizabeth Schenck, James F. Schenck, junior, Susan L. Pendleton, Martha Pendleton, George Hunt Pendleton, Elliot Hunt Pendleton, Ann Pierce Pendleton, Nathaniel Pendleton, Mary Barr, William W. Barr, and David M. Barr, who thereupon appeared in court, accepted said appointment, and filed their joint and several answers, in the words and figures following, to wit:

*Answer of Kershner Baum and others, by their guardian, Wm. Miner.*

The joint and separate answer of Kershner Baum, Ellen Baum, Egbert T. Schenck, Elizabeth Schenck, James F. Schenck, junior, Susan Louisa Pendleton, Martha Pendleton, George Hunt Pendleton, Elliott Hunt Pendleton, Ann Pierce Pendleton, Nathaniel Pendleton, Mary Barr, William W. Barr, and David M. Barr, infants under the ages of eighteen and twenty-one years respectively, residents, &c., of the State of Ohio, by their guardian ad litem, to the bill of complaint exhibited against them and others in the honorable the seventh circuit court of the United States, district of Ohio, by Robert Piatt, a resident and citizen of the State of Kentucky.

These defendants, saving all exceptions to the bills of complaint, original and amendatory, exhibited against them by the said com-

plainant, for answer thereto, answering by their said guardian ad litem aforesaid, say, they are infants of tender years, and ignorant of all and singular the matters and things charged against them by the said complainant, and therefore pray their interests respectively may be protected in any decree this honorable court may render in the premises, and that they may be herein dismissed with their reasonable costs in this behalf expended, &c.

KERSHNER BAUM,
ELLEN BAUM,
EGBERT T. SCHENCK,
ELIZABETH SCHENCK,
JAMES F. SCHENCK, JR.
SUSAN LOUISA PENDLETON,
MARTHA PENDLETON,
GEORGE HUNT PENDLETON,
ELLIOTT HUNT PENDLETON,
PIERCE PENDLETON,
NATHANIEL PENDLETON,
MARY BARR,
WILLIAM. W. BARR,
DAVID M. BARR.

*By Wm. Miner, guardian ad litem.*

To which the complainant put in a general replication, in the words and figures following, to wit:

*Replication.*

The replication of Robert Piatt, a resident and citizen of the State of Kentucky, to the joint and several answers of Kershner Baum, Ellen Baum, Egbert T. Schenck, Elizabeth Schenck, James F. Schenck, junior, Susan Louisa Pendleton, Martha Pendleton, George Hunt Pendleton, Elliott Hunt Pendleton, Ann Pierce Pendleton, Nathaniel Pendleton, Mary Barr, William W. Barr, and David M. Barr, infants under the ages of eighteen and twenty-one years respectively, residents and citizens of the State of Ohio, by , their guardian ad litem, to the original and amendatory bills exhibited against them and others, in the honorable the 7th circuit court of the United States, district of Ohio, by this repliant.

This repliant, for replication thereto, saith, he will aver, maintain, and prove his said bills to be true and sufficient in law to be answered by the said defendants, and that their said joint and several answer is untrue, and insufficient in the law to be replied to by this repliant; without this, that there is any other matter or thing therein contained, and not herein and hereby sufficiently replied unto, confessed and avoided, traversed and denied, is true, and this he is ready to aver, maintain, and prove, as this honorable court shall direct, and prays as in and by said original and amended bills he has already prayed, &c.

THOMAS SCOTT,
*Solicitor for Complainant.*

And now at this same term, to wit, on the twenty-eighth day of December, anno domini one thousand eight hundred and forty, on motion of the complainant, by his counsel, it is ordered and decreed by the court here, that the original bill and amendment thereto, and the matters therein contained, be taken as for confessed by all the defendants who have failed to plead, demur, or answer to said bill and amendment thereto; and thereupon this cause came on for hearing upon the said original bill and amendment thereto, upon the matters therein contained, so as aforesaid taken as confessed against said defendants, who have, as aforesaid, failed to plead, demur, or answer thereto; and upon the same original bill and amendment thereto, as the answers, replications, testimony, and exhibits of the other defendants, and was argued by counsel; on consideration whereof, the court do here find that the law and equity of the case are with the complainant; but because the court here are not fully advised as to the exact nature and extent of the relief to which the complainant is entitled, so as to enable them to render up a final decree in the premises, it is therefore adjudged, ordered, and decreed that this cause be, and the same is hereby, referred to Aaron F. Perry, as special master commissioner, who is hereby instructed to make out, and report to us at our next term, an amount of the sales made in whole or in part of tracts one, two, three, four, eighty-six, eighty-seven, and the five quarter-sections, designating the date and amount of sales in each tract, title made, moneys received and due, and also an account of all moneys expended, either in the purchase or improvement of each tract, by the defendants Williams and Oliver, or either of them, including compensation for the agency exercised in the general management of the property, and such other matters of fact and calculations as either party may deem necessary, in order to a just and equitable decree in the premises; and for that purpose he is hereby invested with power to demand the production of any books, papers, and accounts in possession of either of the parties, to examine them, if necessary under oath, touching any particular matter or thing connected with the matters in contest, to examine and take the deposition of witnesses, to withdraw any exhibit or paper now on file with the clerk, giving a receipt therefor, and perform every act necessary to a proper adjustment of the accounts and transactions of the parties. He is hereby required to deliver to each party demanding the same a copy of his report, twenty days previous to the next term of this court, until which time this cause is continued.

And afterwards, to wit: on the third day of July, anno domini one thousand eight hundred and forty-one, Aaron F. Perry, esq., the special master to whom this case was referred, came and filed in the clerk's office of said court his report, which reads in the words and figures following, to wit:

*Special Master Commissioner's Report.*

UNITED STATES CIRCUIT COURT, *District of Ohio, ss:*

ROBERT PIATT
*vs.*
WILLIAM OLIVER et al. } In chancery.

Report of A. F. Perry, special master commissioner, appointed by a decree of this court in this case, at its December term, A. D. 1840, to make out and report to this court, at its term then next, an account of the sales made in whole or in part of tracts 1, 2, 3, 4, 86, 87, and the 5 qr. sections, designating the date and amount of sales in each tract, title made, moneys received and due, and also an account of all moneys expended either in the purchase or improvements of each tract by the defendants, Williams and Oliver, or either of them, including compensation for the agency exercised in the general management of the property, and such other matters of fact and calculation as either party may deem necessary in order to a just and equitable decree in the premises.

In addition to the requirements of the decree, the defendants, Oliver and Williams, by V. Worthington, their solicitor, have made requisitions requiring to be reported the several matters, following:

1. The facts and calculations presented by Williams and Oliver for services.
2. The value of the lands in controversy in 1822, 1825, 1828, 1830, 1832, 1833, 1834, 1836, 1838, 1840.
3. The kind and value of improvements made on tracts 1 and 2.
4. The number of houses built on 1 and 2.
5. The persons interested therein.
6. The town plat with the dedications.
7. The benefit produced to Toledo by the efforts of Oliver and Williams, and those associated with them.
8. What would have been the probable condition of the other lands, had not tracts 1 and 2 been secured, and Toledo laid out and built up?
9. What aid and assistance complainant has rendered since 1817, and what advances he has made?
10. As far as can be ascertained, the parties in interest in 1826, 1827, and 1828.
11. The condition of the J. H. Piatt interest at those times.
12. The condition of the Steele interest, now claimed by Judge Rowan, of Kentucky, at those times.
13. The condition of the estate of J. H. Piatt at those times.
14. The condition of the estate of Steele at those times.
15. What compensation yearly ought to have been allowed to Baum for his services as trustee.

16. The benefit and enhancement of value resulting to tracts 3, and 4, 86, and 87, and 5 qr. sect., from the improvements on tracts 1 and 2.

17. The improvements on 3, 4, 86, and 87, and qr. sect.

18. Sales on 1 and 2 by alienees of Oliver and Williams.

19. Present owners.

20. Improvements of lanes, streets, wharves, docks, &c.

21. The expenditures for improvements by Oliver and Williams.

22. The value of property sold, and enhancement from improvements, and other causes adventitious.

23. The value of property unsold.

24. The amount of it.

25. The enhancement of 3, 4, 86, and 87, and qr. sect., from sales in 1 and 2, and improvements thereon.

The complainant, by M. H. Tilden, esq., his attorney, requires to be reported the following matters:

1. What efforts did Williams and Oliver make in procuring the construction of public works? In other words, what have they done besides the appropriation of the proceeds of sales of the trust property?

2. What would have been the condition of tracts 1 and 2, had not 3 and 4, and the 5 qr. secs. been procured?

3. What agency did Baum exercise, except through the agent Oliver, and except to execute the mortgage to Oliver?

4. What improvements have Williams and Oliver made out of moneys not received from the sales of trust property, through their agents, Comstock and Palmer?

5. A statement of the sales of property by Williams and Oliver, or either of them, and of the amounts received and paid, not entered in book Y before the master.

6. A statement of the rents and profits received at any time.

7. A schedule of the permanent and lasting improvements on the unsold property, and their present value to the land itself.

8. What agency has been exercised by Oliver, except in occasional visits to Port Lawrence, and in negotiating the exchange with Michigan University?

9. How much time has been spent by Oliver in making such negotiations, and the value of that service, and the money expended?

10. At the time of the payment of $5,000 by Oliver to Michigan University in 1834 and 1835, what was the balance of moneys remaining in the hands of Oliver, the proceeds of sales of tracts 1 and 2, prior to that time? Make a calculation or account to the date of such payment to the Michigan University.

11. How much time was consumed by Oliver at Washington city, and what was the value of that time?

12. Was any contract ever made between Oliver and Baum, or his *cestuis que* trusts, providing for the amount of Oliver's salary,

except the first one in 1817? If so, the master will please report the date and times of such contract, and the salary to be paid to Oliver thereunder.

13. The master will estimate and report the state of the accounts of the trust funds at the periods when disbursements were made by Oliver, and report how many, and which, of said disbursements were made from trust funds in his hands at the time of making such disbursements.

14. A schedule of the contracts entered into for the sale of lots in Port Lawrence, in tracts 1 and 2, by Martin Baum, as trustee, after the relinquishment of tracts 1 and 2 to the United States, in 1821.

In pursuance of the decree and requisitions above, I went to Cincinnati to obtain testimony and data for a report; and having returned from there, I went to Toledo for the same purpose. The depositions, accounts, vouchers, and exhibits herewith filed, were obtained at those two places. At Cincinnati, Alexander H. Ewing, John G. Worthington, William Oliver and M. T. Williams, were present before me from day to day, as their inclinations prompted, and kept themselves well apprized of the progress of the investigation. Robert Piatt, the complainant, and Robert C. Schenck, were also present occasionally, but not so often as the others. At Toledo, John Fitch, esq., attorney for Williams and Oliver, and M. T. Williams acting for himself and Oliver, Robert Piatt and M. H. Tilden, esq., his attorney, and Samuel M. Young, esq., attorney for Alexander H. Ewing, were present and attentive to the interests of themselves and clients respectively. At both places, each party had free access to the papers in my possession, and full opportunity to introduce testimony and make explanations.

The following report is based upon the testimony and exhibits thus obtained, and which are herewith filed as part of my report, and upon the testimony and exhibits previously on file in the case. So far as conveyances by Oliver and Williams are reported, I have relied upon abstracts of the records of Lucas county, taken by myself, except a few instances, when the deeds themselves were produced, and are herewith filed. The accounts and transactions in controversy extend through a period of about twenty-h ree years. During about eighteen years of this time, no book or other connected account was kept. From the commencement of Port Lawrence affairs in 1817, down to the year 1835, the accounts were kept only by loose memoranda, and separate receipts and vouchers. In 1835, the book Y was made, and an account stated of a part of the company transactions from 1832, when operations were commenced to revive the town under the new proprietors. But sales of company shares, and of undivided interest, were never entered in any book. From 1817, till the property came into the hands of Oliver, the accounts were kept very loosely. Occasional

vouchers, memoranda, and balance sheets were made, and left in the possession of Baum; and at his death, these, with other papers, relating to different concerns, passed into the hands of his personal representatives.

According to the statement of Alex. H. Ewing, in his deposition herewith filed, they were in complete disorder, and treated as if of little or no consequence, until he obtained leave to select such as related to [the] Port Lawrence Company affairs, and take them to himself. Such as he could find were selected by him and arranged, and have been produced to me; they are herewith filed, and will be further attended to. The best that can be done in stating an account during that period, will be to approximate towards correctness; since the premises came into the hands of Oliver, it is easier to trace the accounts. There are, however, some items that are embarrassing; there are charges for expenditures and improvements, since the revival of Port Lawrence, which appears to have been entered into with entire good faith, with a view to enhance the value of the property, but which have not yet resulted in any substantial benefit to it; and other items, the propriety of allowing which depends upon principles of law, doubtful in their application. The nature of these has been as particularly specified in the several accounts as they can be, without too much encumbering the report. The cumbrous mass of materials to be sifted, and the limited time allowed for making this report, have required too much haste to permit of waiting for any thing beyond first impressions, as to the allowance or disallowance of doubtful items; indeed the time has barely permitted me to sit down and arrange the facts collected, in the manner first suggesting itself. If much depended on the report, a longer period would be necessary to do the subject justice. This controversy covers tracts Nos. 1, 2, 3, 4, 86 and 87; N. W. and S. W. quarters of section 2, township 3; N. W. and S. W. and S. E. quarters of section 3, township 3. Tracts 1 and 2, and 3 and 4, were purchased of the United States, July 18, 1817; tracts 86 and 87, and 5 quarter-sections, were purchased July 21, 1817.

| | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|
| No. | 1 | containing | 201 $\frac{50}{100}$ | acres, | at | - | - | $20 | 75 |
| | 2 | " | 200 | " | - | - | - | 76 | 05 |
| | 3 | " | 154 $\frac{25}{100}$ | " | - | - | - | 5 | 25 |
| | 4 | " | 143 $\frac{25}{100}$ | " | - | - | - | 2 | 35 |
| | 86 | " | 181 | " | - | - | - | 2 | 75 |
| | 87 | " | 93 | " | - | - | - | 2 | 15 |
| S. W. | quarter section | 2, | township | 3, | containing | 160 | acres, at | 2 | 40 |
| S. W. | " | 3 | " | 3 | " | " | | 2 | 00 |
| S. E. | " | 3 | " | 3 | " | " | | 2 | 00 |
| N. W. | " | 3 | " | 3 | " | " | | 2 | 00 |
| N. W. | " | 2 | " | 3 | " | " | | | |

Nos. 3 and 4 were purchased by William Oliver for Port Lawrence Company; Nos. 1, 2, 86 and 87, [were] purchased by the

Piatt Company for Port Lawrence Company. The 5 quarter sections were purchased by the Piatt Company for themselves. Robert Piatt complainant, and William Oliver defendant, who purchased the premises as agents and members of the Baum and Piatt Companies respectively, suppose that the money paid for the six tracts, 1, 2, 3, 4, 86 and 87, was equalised in some manner between the two companies, but how it was done, is not within their recollection. As the fact is understood not to be disputed by any body, pains have not been taken to investigate it. Soon after the purchases above mentioned, for Port Lawrence Company, Martin Baum was appointed agent with general powers, for the management and supervision of said six tracts, 1, 2, 3, 4, 86 and 87, to carry out the purposes of said company, one of which was to found a town at the mouth of Swan creek. The precise time of Baum's appointment does not appear: it must have been directly after the purchase, for he made arrangements with William Oliver and William C. Schenck, on the 14th day of August following, to lay out a town. In pursuance of this arrangement, Oliver and Schenck laid off the town of Port Lawrence with 400 in-lots, and 53 out-lots, a plat of which is on file, marked D. The principal part of this town plat was on tracts 1 and 2. There is no measurement or scale of distances given in the plat on file, by which the exact location of lots can be ascertained. It is supposed that lot No. 1, on Bass Point, claimed by Robert C. Schenck, was on tract 3. Perhaps a part of No. 2, or all of it, was also on tract 3. With these exceptions, the town was all on tracts 1 and 2. Schenck and Oliver, under the directions of Baum, published a notice of a sale of lots, to be held on the 20th day of September, 1817. This notice is on file, marked *C*. A sale was accordingly held, at and after the time mentioned in the notice, and 87 in-lots were sold, and one donated, as appears by a memorandum or book made at the time, which was afterwards put into the possession of Baum, and has now been produced by Alex. H. Ewing, marked Z. Lot No. 1, a $100, first instalment $25 00, was sold to Wm. C. Schenck for $100. A certificate of sale was given by Martin Baum to Egbert T. Smith, assignee of Schenck. This lot is supposed to be on tract No. 3, and is probably on the ten acres reserved by Oliver, when he sold said tract to Michigan University. But no landmarks have been found, nor is there any data in the possession of the Master, to show the exact location of this lot. Should it become important, it is probable that, by a more particular search, something may be found by which to ascertain its precise situation. The certificate of sale is dated Sept. 20, 1817, and acknowledges the receipt of twenty-five dollars. There is also a receipt on the back of it, for twenty-five dollars, dated September 20, 1818. There is also on the back of it an assignment by Egbert T. Smith to Robert C. Schenck, dated April 8, 1831, not expressed to be for any consideration. [See certificate for lot No. 1.] This lot is the

one now claimed by Robert C. Schenck, the grounds of whose claim are set forth in his answer, and the papers therein referred to, and in the deposition of Wm. C. Cony.

| | | | | | | |
|---|---|---|---|---|---|---|
| No. 6, | price | $37, | first instalment | paid | - - | $9 25 |
| 86, | " | 42, | " | " | - - | 10 50 |
| 193, | " | 122, | " | " | - - | 30 50 |
| 244, | " | 72, | " | " | - - | 18 00 |
| 275, | " | 36, | " | " | - - | 9 00 |
| 318, | " | 27, | " | " | - - | 6 75 |
| | | $336 | | | | $84 00 |

The above lots were sold to William C. Schenck, for the above prices. A certificate of sale was given, under seal, for Baum, by William Oliver to Baum, as the purchaser for Schenck. The certificate acknowledges the receipt of $84, and is dated September 20, 1817; on the back of it is a certificate by Baum that the 2d instalment had been paid, dated August 23, 1818. There is also a statement on the back of it, signed by Samuel Perry and D. C. Wallace, administrators of Baum, that William Oliver had refunded the two instalments above mentioned; in consideration whereof, they assign all their right, title, and interest to him. Dated October 1, 1833.—[See certificates for said lots.] Instalments paid—1st $84, 2d $84 = $168.

| | | | | | | |
|---|---|---|---|---|---|---|
| No. 2 | *a* | $20, | first instalment | | - - | $5 00 |
| 10 | " | 20, | " | - | - - | 5 00 |
| 57 | " | 41, | " | - | - - | 10 25 |
| 131 | " | 32, | " | - | - - | 8 00 |
| 143 | " | 41, | " | - | - - | 10 25 |
| 154 | " | 30, | " | - | - - | 7 50 |
| 231 | " | 33, | " | - | - - | 8 25 |
| 239 | " | 31, | " | - | - - | 7 75 |
| 297 | " | 41, | " | - | - - | 10 25 |
| | | | | | | $72 25 |

These lots were sold to William Wilson at the prices above set to them. The certificate of sale is dated 20th September, 1817, and acknowledges the receipt of $72 25, the first instalment on the lots, signed by William Oliver for Martin Baum. On the back is a memorandum, dated October 18, 1817, and signed by William Wilson, that Nos. 143, 154, 231, 239, were assigned to Israel Smith. There has been nothing produced to show that Smith's claims, under this assignment, have ever been extinguished. (See Alex. H. Ewing's deposition, ans. to ques. 14th, and Wm. Oliver's deposition, ans. to ques. 8th.) On the back of certificate is also a receipt by Wm. Oliver, for Martin Baum, for $38 50, the 2nd instalment

on Nos. 2, 10, 57, 131, 297, dated October 13, 1818; also an assignment by William Wilson, for value received, to Peter G. Oliver, of lot No. 131; dated August 15, 1821. There is a separate receipt on file by William Wilson to Peter G. Oliver for $37, the amount paid on No. 10 and 57, with interest, dated Nov. 20, 1821. There is also an article of agreement between Baum and Wilson, dated Jan. 20, 1823, for the relinquishment of lots No. 2 and 297. Baum agreed to pay Joseph and S. Perry therefor $200; and further, that if Baum and his associates should repurchase the site of Port Lawrence, they would make Wilson a title for these two lots on his paying back the $200, and paying the remaining instalments; and if No. 2 should prove to be on tract 3, to make him a title for it on payment of instalments remaining due:

| | | | | |
|---|---|---|---|---|
| No. 5 | *a* | $20, first instalment | - - | $5 00 |
| 81 | " | 43, " - - | - - | 10 75 |
| 104 | " | 25, " - - | - - | 6 25 |
| 340 | " | 82, " - - | - - | 20 50 |
| | | | | $42 50 |

These lots were sold to William Turner, and a certificate of sale given to him by William Oliver for Martin Baum, September 20, 1817, which acknowledges receipt of $42 50, first instalment. On the back of certificate is an assignment, for value received, by Wm. Turner, of these lots to Benjamin F. Stickney, dated July 10, 1818; also a receipt by Baum for $42 50, second instalment, dated October 15, 1818; and a surrender of the premises by Stickney to Baum, for value received, dated May 12, 1823.

| | | | | |
|---|---|---|---|---|
| No. 20 | *a* | $71 00, first instalment | - - | $17 75 |
| 21 | " | 50 00, " - | - - | 12 50 |
| 85 | " | 37 00, " - | - - | 9 25 |
| 103 | " | 40 00, " - | - - | 10 00 |
| 271 | " | 117 00, " - | - - | 29 25 |
| 339 | " | 31 00, " - | - - | 7 75 |
| 373 | " | 60 00, " - | - - | 15 00 |
| | | | | $101 50 |

These lots were sold to Robert Hars, and a certificate of sale given to him, by Wm. Oliver for Martin Baum, dated September 20, 1817. It acknowledges receipt of $101 50, first instalment. On the back is an assignment of the premises, for value received, by Robert Hars to Peter G. Oliver, dated March 5, 1822, and by Peter G. to Wm. Oliver, dated March 13, 1822; and a relinquishment by Wm. Oliver to Martin Baum, September 10, 1822.

| | | | | | |
|---|---|---|---|---|---|
| No. 22 | *a* | $70 00, | first instalment | - - | $17 50 |
| 25 | " | 51 00, | " - | - - | 12 75 |
| 26 | " | 51 00, | " - | - - | 12 75 |
| 139 | " | 43 00, | " - | - - | 10 75 |
| 272 | " | 129 00, | " - | - - | 32 25 |
| 390 | " | 81 00, | " - | - - | 20 25 |
| 399 | " | 123 00, | " - | - - | 30 75 |
| 400 | " | 242 00, | " - | - - | 60 50 |
| | | | | | $197 50 |

These lots were sold to Benjamin F. Stickney for the prices set against them respectively. A certificate of sale was given him for No. 400, by Oliver for Baum, September 20, 1817, which acknowledges the receipt of $60 50, first instalment. On the back is a receipt by Martin Baum for $60 50, second instalment, dated October 15, 1818. At the bottom is a surrender by Stickney to Baum, for value received, dated May 12, 1823. A certificate was given by Oliver, for Baum, to Stickney, for the other lots at the same time. It acknowledges receipt of $137, first instalment. On the back is a receipt by Martin Baum for $137, second instalment, October 15, 1818; also a surrender by Stickney to Baum, for value received, May 12, 1823, No. 33, *a* $20, first instalment $5 00. This lot was sold to Levi Omier, and a certificate of sale given him by Oliver for Baum, September 20, 1817, which acknowledges receipt of first instalment, $5 00. On the back is an assignment by Omier to Peter G. Oliver, for value received, dated June 6, 1821, and from Peter G. Oliver to Martin Baum, dated Feb. 22, 1822.

| | | | | | |
|---|---|---|---|---|---|
| No. 37 | *a* | $20 00, | first instalment | - - | $5 00 |
| 236 | " | 26 00, | " - | - - | 6 50 |
| | | | | | $11 50 |

Sold to Almon Reed, and certificate of sale given him, by Oliver for Baum, dated September 20, 1817, acknowledging receipt of $11 50, first instalment. On the back is an assignment, dated January 24, 1821, from Almon Reed to Nathan Wilcox; and from Nathan Wilcox to Peter G. Oliver, dated May 19, 1821; and from Peter G. Oliver to Martin Baum, February 22, 1822. No. 62, *a* $42 00, first instalment, $10 50. This lot was sold to Samuel H. Smith, and a certificate of sale was given him, by Wm. Oliver for Martin Baum, dated September 20, 1817, which acknowledges receipt of $10 50, first instalment. On the back is an order to Martin Baum, by Samuel H. Smith, to pay the $10 50, with interest, to C. Hammond, dated April 22, 1829; and an assignment by C. Hammond to Wm. Oliver, dated January 7, 1834.

| | | | |
|---|---|---|---|
| No. 100 | *a* | $21 00 | All paid, $88 00. |
| 166 | " | 36 00 | |
| 342 | " | 31 00 | |

These lots were sold to Oliver Coit, and a certificate of sale given him, by Oliver for Baum, dated September 20, 1817, and whole amount of purchase money receipted. On the back is an assignment by Coit to Charles Jas. Lanman, for value received, dated July 5, 1831; also a receipt by H. Starr, attorney for Lanman, for $50; June 10, 1833, from Samuel Perry and D. C. Wallace, administrators of Martin Baum; and a receipt by them for the same amount paid them by Wm. Oliver, September 20, 1833; and another receipt by H. Starr for $106 20, paid him by Wm. Oliver, 20th September, 1833; making, in all, $156 95, for which Starr assigned to Oliver the certificate at the same time. No. 107, *a* $27 00, first instalment, $6 75, sold to James Godfrey, and a certificate of sale given him, by Oliver for Baum, dated October 1, 1817, which acknowledges receipt of $6 75, first instalment. On the back is an assignment for James Godfrey by Henry J. Hunt, for value received, to Wm. Oliver, dated April 22, 1822; and a relinquishment by Wm. Oliver to Martin Baum, September 10, 1822.

| | | | | |
|---|---|---|---|---|
| No. 120 | *a* | $27 00, | first instalment - - | $6 75 |
| 198 | " | 51 00, | " - - - | 12 75 |
| | | | | $19 50 |

Sold to Pierre Godfrey, and certificate of sale *of* given by Wm. Oliver for Martin Baum, dated September 20, 1817, which acknowledges receipt of $19 50, first instalment. On the back is an assignment by Henry J. Hunt for Pierre Godfrey, for value received, to Wm. Oliver, dated April 22, 1822, and a relinquishment by Oliver to Martin Baum, September 10, 1822; No. 124, *a* $70; 227, $71; 243, $70; 248, $40. These lots were sold to Wm. Griffith at the prices set to them, but no payment ever having been made, no certificate of sale was given, and they are marked in book Z as "reverted."

| | | | | |
|---|---|---|---|---|
| No. 127 | *a* | $64 00, | first instalment - - | $16 00 |
| 128 | " | 65 00, | " - - - | 16 25 |
| 223 | " | 215 00, | " - - - | 53 75 |
| 224 | " | 240 00, | " - - - | 60 00 |
| | | | | $146 00 |

These lots were sold to Wm. Oliver. A certificate of sale was given by Martin Baum to Wm. Ruffin, assignee of Oliver, for No. 127, dated September 20, 1817, which acknowledged the receipt of $16, first instalment. On the back is a receipt by Baum, dated September 20, 1818, for $16; second instalment also for $16; third

instalment, dated September 20, 1819, and a relinquishment by Wm. Oliver, for Wm. Ruffin, for value received, to Martin Baum, September 10, 1822. Certificate for No. 128 was given by Baum to Oliver, dated September 20, 1818, which acknowledged receipt of $16 25, first instalment. This instalment is presumed to have been paid September 20, 1817, from the fact that a previous certificate had been given, dated 1817, with day of the month blank, which acknowledged receipt of this sum; and also from the fact, that in a memorandum of account for this and several other lots, by Oliver, interest is charged on this payment from September 20, 1817. The acknowledgment in the certificate of 1818, appears to be a repetition of the first; on the back of the latter is a receipt by Baum for $16 25, second instalment, dated September 20, 1818, and an assignment by William Oliver to Martin Baum, dated February 22, 1822. Certificate of sale was given by Martin Baum, to William Oliver, for No. 223 and 224, dated September 20, 1817; which acknowledges receipt of $113 75, first instalment. On a separate paper is a receipt by Baum to Oliver, for a certificate for these two lots, stating them to be the joint property of Baum and Oliver, dated January 9, 1818. On the back of certificate of sale, is an assignment by Oliver to Baum of an undivided half of these two lots, and Baum to pay one-half the purchase money, dated January 29, 1817; also a receipt by Baum, dated September 20, 1818, for $113 75, second instalment. Oliver charges himself with first instalment $146, in cash account No. 4, bundle *a* on file; also with half of second instalment on No. 223 and 224 (6 b *a*) and Baum charges himself with the other half (see 1 b *a*.) Oliver charges himself with second instalment on 127 and 128, in his account (4 b a) which is also carried into Baum's account (No. 1 b *a*.)

| | | | | | |
|---|---|---|---|---|---|
| No. 132 | *a* | $60 00, | first instalment, | - | $15 00 |
| 171 | " | 42 00, | " " | - | 10 50 |
| 194 | " | 207 00, | " " | - | 51 75 |
| | | | | | $77 25 |

These lots were sold to D. C. Henderson. A certificate of sale was given by Oliver for Baum, dated Sept. 20, 1817, for No. 132, and acknowledged receipt for $15 00, first instalment. On the back is an assignment by Darius C. Henderson to Joseph Tromley, dated Sept. 15, 1819; and from Joseph Tromley to Peter G. Oliver, for value received, dated June 6, 1821; and from Peter G. Oliver, by William Oliver, to Martin Baum, dated February 22, 1822. A certificate of sale for No. 171 was given by Oliver for Baum to Henderson, dated September 20, 1817, and acknowledges receipt of $10 50, first instalment. An assignment on the back by Darius C. Henderson to Bazil Tromley without date; and from Bazil to Joseph Tromley, dated May 4, 1820; also a receipt by Peter G. Oliver, dated March 15, 1820, for $15 00; also an assignment,

dated January 17, 1821, from Joseph Tromley, senior, to Joseph Tromley, junior; and an assignment, without signature, to Martin Baum, dated January 20, 1823. At this date was an article of agreement on a separate paper for relinquishment of this lot. Baum agreed to pay Tromley $100, or convey to him 30 acres of land on the east side, and along the east line of a 30-acre strip, that day bargained for by Baum to Joseph Prentiss, being part of tract 86. It was further agreed, that if Baum and his associates should repurchase tracts 1 and 2, so as to enable them to make title to this lot, they should do so, and Tromley should relinquish the thirty acres. The thirty acres were deeded to Tromley. Certificate of sale was given by Oliver for Baum to D. C. Henderson for No. 194, dated Sept. 20, 1817, and acknowledged receipt of $51 75, first instalment. On the back is an assignment, dated May 4, 1821, from Henderson to Jacob Wilkison, to secure him for a debt of $85, on which he had become bound with Henderson, followed by an absolute assignment on a separate paper, under seal, dated April 17, 1823. Also a receipt on back of certificate for $400, by Wilkison in full of his claim on the premises, dated June 10, 1823. There is a bill of expenses for improvements, which appears to have been settled at the same time between Henderson and Wilkinson, to which William Oliver was a witness, and it is presumed a part of these expenses went to make up the above $400.

| | | | | |
|---|---|---|---|---|
| No. 135 | *a* | $26 00 | first instalment | $6 50 |
| 136 | " | 42 00 | " | 10 50 |
| 336 | " | 20 00 | " | 5 00 |
| 394 | " | 20 | " | 5 00 |
| | | | | $27 00 |

Marked in book Z as sold to Saml. H. Ewing at above prices, and first instalments paid. These certificates have not been produced, and no charge is made for taking them up by any one in this case. They are supposed to have been taken up however, and purchase money refunded. See exhibit L to Alex. H. Ewing's answer, *No.* 140. This lot was given to Leon Gourvin in consideration of his being a resident at Port Lawrence. Certificate not returned.

| | | | | |
|---|---|---|---|---|
| No. 144 | *a* | $71 00 | first instalment | $17 75 |
| 149 | " | 51 00 | " | 12 75 |
| 153 | " | 52 00 | " | 13 00 |
| 228 | " | 83 00 | " | 20 75 |
| | | | | $64 25 |

Sold to Thomas and David Gwynne. Certificate of sale signed "Martin Baum, (agent,)" given to Martin Baum, assignee of T.

and D. Gwynne, for No. 145 and 228, dated 23 August, 1818, and receipt of $38 50 acknowledged, first instalment. On back is a receipt, Aug. 23, 1818, by Baum, for second instalment. Baum charges himself with this instalment in his account on file (No. 1, bundle *a*.) Certificate of sale for No. 149, given by Martin Baum to William Oliver, dated September 20, 1817, which acknowledges the receipt of first instalment $12 75. On back is a receipt by Baum for $12 75, second instalment, dated September 20, 1818. See Oliver's cash account, No. 6, bundle *a*, he charges himself this instalment. It is also carried into Baum's account (No. 1, b. *a*,) and an assignment by Oliver to Baum, February 22, 1822. Certificate for No. 153 has not been found, but was doubtless taken up, and purchase money refunded. [See Alex. H. Ewing's deposition, answer to question 14th, and Wm. Oliver's deposition, ans. to ques. 8th.] I have seen in Wm. Oliver's possession a memorandum, purporting to have been made at a settlement with the administrators of Baum, containing, among other matters, substantially the same as his answer above referred to, but I did not deem it of sufficient importance to bring before the court.

There is also a memorandum to that effect on file, produced to me by Alex. H. Ewing, signed by the administrators of Baum. No. 147 *a* $60 00, first instalment, $15 00; sold to Mary Lebanon Hunt, and a certificate of sale given her by Wm. Oliver for Martin Baum, dated September 30, 1817, acknowledging receipt of $15 00, first instalment. On the back is an assignment by Henry J. Hunt for Mary L. Gleason, late Mary L. Hunt, to William Oliver, for value received, without date, and by him to Martin Baum.

| | | | | |
|---|---|---|---|---|
| Sept. 10, 1822, | No. 148 *a* | $190 00, | first instalment | $47 50 |
| | 218 " | 75 00, | " " | 18 75 |
| | | | | $66 25 |

Sold to Abraham Edwards. Certificate of sale given him for No. 148, by William Oliver for Martin Baum, dated September 30, 1817, and receipt of $47 50, first instalment acknowledged. On the back is an assignment by Edwards of one-half his interest to Henry J. Hunt, dated October 4, 1817; an assignment by Hunt of his own and Edwards' interest to Wm. Oliver, April 22, 1822, and by Oliver to Baum, Sept. 10, 1822. A certificate of sale was given by William Oliver for Martin Baum, dated Sept. 24, 1817, for No. 218, and a receipt of $18 75, first instalment, acknowledged. On the back is an assignment by Henry J. Hunt for Abraham Edwards to William Oliver, dated April 22, 1822; and a relinquishment by Oliver to Baum, September 10, 1822. *No.* 150 *a* $41 00, first instalment, $10 25; sold to Moses Wilson, and a certificate of sale given by William Oliver for Martin Baum, dated September 20, 1817, and receipt of $10 25, first instalment, is acknowledged.

On the back is a relinquishment by Moses Wilson, for value received of Jest. Everts, dated May 16, 1823.

No. 172 *a* $75 00, first instalment, $18 75; sold to Charles Millen, and certificate of sale given him by William Oliver for Martin Baum, dated September 30, 1817; the receipt of $18 75, first instalment, is acknowledged. On the back is an assignment to Wm. Oliver by Henry J. Hunt for Charles Millen, dated April 22, 1822; and a relinquishment by Oliver to Baum, dated September, 10, 1822.

| | | | | | | |
|---|---|---|---|---|---|---|
| No. 175 | *a* | $20 00, | first instalment | - | - | $5 00 |
| 247 | " | 51 00, | " " | - | - | 12 75 |
| 341 | " | 82 00, | " " | - | - | 20 50 |
| | | | | | | $38 25 |

These lots were sold to Austin E. Wing, but none of the certificates have been found, nor has any body charged in this case for taking them up. Wing's claim under part or all of these certificates was compromised by conveying to him lot No. 45, on the new plat of Port Lawrence. (See book Y, page 27.)

No. 188 *a* $75 00, first instalment, $18 75; this lot was sold to Charles Larned, and a certificate of sale given him by William Oliver for Martin Baum, dated September 30, 1817, and receipt of $18 75, first instalment, is acknowledged. On the back is an assignment by Henry J. Hunt for Charles Larned, for value received, to Wm. Oliver, dated April 22, 1822; and a relinquishment by Oliver to Baum, dated September 10, 1822.

No. 192 *a* $60 00, first instalment, $15 00; this lot was sold to Joseph Prentiss, and a certificate of sale given him by Wm. Oliver for Martin Baum, dated May 3, 1818, and receipt of $15 00, first instalment, was acknowledged. There is an article of agreement between Joseph Prentiss and Martin Baum for relinquishment of this lot, dated January 20, 1823. Baum agrees to give him $100, or convey to him, by the first of August then next, thirty acres of land, to be taken off the west part along the west boundary of tract No. 86. It was further agreed, that if Baum and his associates should repurchase tracts 1 and 2, so as to be able to make a title to lot No. 192, they should do so, and Prentiss should relinquish the thirty acres. These thirty acres were deeded to Prentiss.

No. 197 *a* $31; reverted.

No. 255 *a* $20 00, reverted. These lots were sold to George Marsh, but no payments having been made, they reverted.

No. 222 *a* $50 00, first instalment, $12 50; this lot was sold to David W. Halley, and a certificate of sale given him by Wm. Oliver for Martin Baum, dated September 20, 1817, and acknowledges receipt of $12 50, first instalment. On the back is an assignment by Halley, dated September 23, 1817, to Seneca Allen; and by Seneca Allen to Julia Hawley, the same day; and by Wm. Wil-

son and Julia Wilson, dated August 15, 1821, to Peter G. Oliver; and by Wm. Oliver for Peter G. Oliver to Martin Baum, dated Feb. 22, 1822.

No. 229 *a* $75 00, first instalment, $18 75; sold to Henry J. Hunt, and a certificate of sale given him by Wm. Oliver for Martin Baum, dated September 24, 1817, and receipt of $18 75, first instalment, is acknowledged. On the back is a receipt by Peter G. Oliver for Martin Baum for $18 75, second instalment, date June 7, 1819; also, an assignment by Hunt to William Oliver, dated April 22, 1822; and by William Oliver to Martin Baum, September 10, 1822.

No. 232 *a* $41 00, reverted; sold to Benjamin Bennet, but no payment being made, it reverted.

| | | | | | |
|---|---|---|---|---|---|
| No. 267 | *a* | $25 00, | first instalment | - | $6 25 |
| 324 | " | 34 00, | " " - | - | 8 50 |
| | | | | | $14 75 |

Sold to Aurora Spafford, and certificate of sale given him by Oliver for Baum, dated September 20, 1817, and receipt of $14 75, first instalment, acknowledged. On a separate paper is an assignment by Aurora to Oliver Spafford for consideration of $14 75, dated August 30, 1819, and on the back of the certificate is a relinquishment by Oliver Spafford, dated May 14, 1823. (See Exhibit L, to Alex. H. Ewing's answer.)

No. 270 *a* $100 00, first instalment, $25 00; sold to Charles Lee Cass, and certificate of sale given him by Baum per Oliver, dated September 25, 1817, and receipt of $25 00, first instalment, acknowledged. On the back is an assignment for consideration of $49 00, by Crafts J. Wright, attorney for Charles Lee Cass, to Wm. Oliver, dated Nov. 9, 1833.

No. 292 *a* $40 00, first instalment, $10 00; sold to Truman Reed, and certificate of sale given by Oliver for Martin Baum, dated Sep. 24, 1817; receipt of $10 00, first instalment, acknowledged. On the back is an assignment by Truman Reed to Peter G. Oliver, dated Feb. 26, 1822; and also a receipt by Peter G. Oliver to Martin Baum for payment of within, dated March 14, 1822.

No. 296 at $41 00, first instalment, $10 25; sold to Seneca Allen, and certificate of sale given him by Wm. Oliver for Martin Baum, dated September 20, 1817; receipt of $10 25, first instalment, acknowledged. On back is a certificate of exchange of this lot for No. 5, Maumee, (see book Z, page —,) dated April 8, 1819; also, an assignment by Allen of his interest in both lots to Peter G. Oliver, dated May 14, 1821; and by William Oliver for Peter G. Oliver to Martin Baum, dated Feb. 22, 1822; also a memorandum for Baum by Oliver, that Allen paid first instalment at the time of purchase, and $21 more in surveying Maumee.

No. 323 at $30 00, reverted; 393 *a* $24 00, reverted; these lots were sold to Joseph Coe, but no payments being made, they reverted.

No. 372 *a* $82 00, first instalment, $20 50; this lot was sold to John E. Hunt and Robert A. Forsyth, and a certificate of sale given by Wm. Oliver for Martin Baum, dated September 20, 1817; receipt of $20 50, first instalment, acknowledged. On the back is an assignment by John E. Hunt and Robert A. Forsyth to Benjamin F. Stickney for consideration of $59, and stating that $41, two instalments, had been paid, Stickney to pay the balance, dated Nov. 12, 1818; also, a receipt by Peter G. Oliver for Martin Baum for $20 50, second instalment, dated Nov. 14, 1818, and an assignment by B. F. Stickney to Martin Baum, May 13, 1823.

## *Recapitulation.*

| Date. | Purchasers. | How m'y lots. | Amt. 1st instalment. | | Second inst. | | Third. |
|---|---|---|---|---|---|---|---|
| 1817. | | | Dols. cts. | 1818. | Dols. cts. | | |
| September 20 | Wm. C. Schenck | 1 | 25 00 | September 20 | 25 00 | | |
| " " | Do | 6 | 84 00 | August 23 | 84 00 | | |
| " " | Wm. Wilson | 9 | 72 25 | October 13 | 38 50 | | |
| " " | Wm. Turner | 4 | 42 50 | October 15 | 42 50 | | |
| " " | Robert Hars | 7 | 101 50 | | | | |
| | B. F. Stickney | 8 | 197 50 | October 15 | 197 50 | | |
| | Levi Omen | 1 | 5 00 | | | | |
| | Almon Reed | 2 | 11 50 | | | | |
| | Saml. H. Smith | 1 | 10 50 | | | | |
| | Oliver Cait | 3 | 88 00 | | | | |
| | Pierre Godfrey | 2 | 19 50 | | | 1819. | |
| | Wm. Oliver | 4 | 146 00 | September 20 | 146 00 | Sept'ber 20 | 16 00 |
| | | | | 1820. | | | |
| | D. C. Henderson | 3 | 77 25 | March 15 | 15 00 | | |
| | Saml. H. Ewing | 4 | 27 00 | | | | |
| | | | | 1818. | | | |
| | Thos. & David Gwynne | 4 | 64 25 | September 20 | 12 75 | | |
| | | | | August 23 | 38 50 | | |
| | Moses Wilson | 1 | 10 25 | | | | |
| | Austin E. Wing | 3 | 38 25 | | | | |
| | David W. Halley | 1 | 12 50 | | | | |
| | Aurora Spafford | 2 | 14 75 | | | | |
| | Seneca Allen | 1 | 10 25 | A receipt on back of this for $21 paid by surveying Maumee. | | | |
| | Hunt & Forsyth | 1 | 20 50 | November 12 | 20 50 | | |
| September 24 | Abraham Edward | 2 | 18 75 | | | | |
| | | | | 1819. | | | |
| | Henry J. Hunt | 1 | 18 75 | June 7 | 18 75 | | |
| | Truman Reed | 1 | 10 00 | | | | |



Ev. 949

*Recapitulation*—Continued.

| Date. | Purchasers. | How many lots. | Amt. 1st instalment. | | Second inst. | | Third. |
|---|---|---|---|---|---|---|---|
| 1817. | | | Dols. cts. | 1818. | Dols. cts | | |
| September 25 | Chas. Lee Cass - - - - | 1 | 25 00 | | | | |
| September 30 | Mary L. Hunt - - - - | 1 | 15 00 | | | | |
| | Abraham Edwards - - - - | 1 | 47 50 | | | | |
| 1818. | Chas. Larned - - - - | 1 | 18 75 | | | | |
| May 3 | Joseph Prentiss - - - - | 1 | 15 00 | | | | |
| | | | 1,272 25* | 25 error | 638 75 | * 25 error | 16 00 |
| | | | 638 75 | | | | |
| | | | 16 00 | | | | |
| | | | 1,927 00 | | | | |
| | | | 50 | error | | | |
| | | | 1,927 50 | | | | |

It is impossible now to tell how much of the money came directly into the hands of Baum, and how much passed through the hands of Oliver. The only data for such a calculation, is to charge Oliver with all first instalments on certificates made by him for Baum, acknowledging receipt for such first instalment, and with all moneys receipted in his name on the back of certificates; but this calculation carries less into his hands than he charges himself with in (*No.* 4, *b. A*) his cash account. By charging Oliver with whole amount of moneys received from sales to May 3, 1818, inclusive, it very nearly corresponds with his cash account, (No. 4, bundle A.) The amount received to that date was all for first instalments, and, by my estimate, amounts to $1,272 50, and by his, to $1,234 58, a difference of only $37 92. My estimate is believed to be strictly accurate, so far as can be ascertained by the certificates of sale; but as his was made at the time, with a full knowledge and recollection of the circumstances, (see Wm. Oliver's and A. H. Ewing's depositions,) it ought perhaps to be entitled to more confidence than any that can now be made. I have therefore assumed his account as the basis of the statements that follow. Should it be deemed more proper to take my estimate as the basis, the same result will be produced by adding $37 92 debit side of Baum's account below, that would have been produced by beginning with my estimate.

DR. *William Oliver in account with P. Lawrence Company,* CR.

| | | Vo'chs. | | | | Vouchers. | |
|---|---|---|---|---|---|---|---|
| 1817. | | | | 1817. | | | |
| Sept. 20 | To money received of 1st instalments - | 4, b. A | $925 33 | Oct. 5 | By cash p'd Wm. C. Schenck, see vo'chs | 3 & 4, b. A | $855 33 |
| | To 1st instalment on lots bot. by Oliver | " | 146 00 | Nov. 12 | Do. Ed. Buffalo Gaz. for advertising - | 4, b. A | 5 00 |
| 1818. | | | | | | | |
| Sept. 20 | To ½ 2d instalment on No. 223 and 224 | 6, b. A | 56 87 | | Do. Scioto Gazette do - | " | 4 00 |
| | | | | 1818. | | | |
| | To 2d instalment on lots by Oliver and Ruffin - - - - | " | 22 25 | July 4 | By amount due for Oliver's services - | 5 & 6, b. A | 1,070 00 |
| | To do. assignee of T. & D. Gwynne - | " | 12 75 | | By paid for map - - - | 6, b. A | 7 00 |
| | | | | 1817. | | | |
| July 4 | To cash paid Oliver for services - | | 600 00 | January | By paid Baum, cash to balance acct. see | 4, b. A | 207 00 |
| | | | 1,773 20 | | | | 2,148 33 |
| | | | | | | | 1,773 20 |
| | | | | | Balance due Wm. Oliver - | - | $375 13 |

This balance was amalgamated with a balance due Oliver from Sandusky Company, making, together with that, an item of $808 72½, which Martin Baum paid to Wm. Oliver, by giving him credit [for] that amount in his store account with M. Baum & Co., as appears from a statement marked No. 8, bundle A, on file.

Dr. *William C. Schenck in account with Port Lawrence Company,* Cr.

| 1817. | | Vo'chs. | | 1817. | | Vouchers. | |
|---|---|---|---|---|---|---|---|
| Oct. 5 | To money received of Oliver - - | 3 b. A. | $855 33 | Oct. 5 | By his expenses laying off P. Lawrence | 10 b. A. | $570 82 |
| | | | 820 82 | | By his services do. do. - | 3 b. A. | 250 00 |
| | Balance due from Schenck - - | | $34 51 | | | | $820 82 |

There is nothing on file to show that this balance was ever paid. In Baum's account which follows, he charges himself with whole amount [of] 1st instalment, according to Oliver's estimate, except thirty-four dollars and odd cents, equal to this balance against Schenck; from which, it is presumed, it had not been paid at that time.

DR. *Martin Baum in account with Port Lawrence Company,* CR.

| 1817. | | Vo'chs. | | 1817. | | Vo'chs. | |
|---|---|---|---|---|---|---|---|
| Oct. 5 | To amount 1st instalment, rec'd by him | 1 b. A. | $1,200 00 | Oct. 5 | By paid W. C. Schenck's expenses - | 10 b. A. | $570 82 |
| 1818. | | | | | By do. do. services - | 3 b. A. | 250 00 |
| Sept. 20 | To 2d instalment, on Nos. 223 and 224 | " | 113 76 | | By paid D. Rae, for writing - - | 1 b. A. | 2 00 |
| | To ditto of Baum, assignee - | " | 84 00 | April 20 | Do. do. for acknowledging power of att'y | " | 25 |
| | To ditto do. do. do. - | " | 38 50 | Nov. 12 | Do. for advertising for sale of Port Lawrence - - - - | " | 19 00 |
| | To 2d instalment, of Oliver & Ruffin - | " | 32 25 | Sept. 20 | Do. for printing handbills, certificates, &c. | " | 13 50 |
| | To ditto, of assignee of T. & D. Gwynne | " | 12 75 | | Do. for Thomas Henderson, for plats - | " | 5 00 |
| | To ditto, J. Trevitt - - - | " | 13 00 | | Do. for recording plat of P. Lawrence | " | 5 00 |
| | To ditto, Wm. C. Schenck - - | " | 25 00 | | Do. for acknowledging same - - | " | 25 |
| | To ditto, Stickney & Turner - - | " | 240 00 | | For plat - - - - | " | 1 75 |
| | To ditto, Wm. Wilson - - | " | 36 50 | | Do. for auctioneer - - - | " | 5 00 |
| | | | 1,795 76 | 1818. | | | |
| | | | | July 4 | Do. Wm. Oliver's services, per contract | 5 b. A. | 1,070 00 |
| | | | | | | | 1,942 57 |
| | | | | | | | 1,795 76 |
| | To cash of Piatt Company - - | 1 b. A. | 73 40½ | | Balance due Baum - | - | 146 81 |
| | To cash of Baum Company - - | " | 73 40½ | | By cash rec'd per contra, to balance acc't | - | 146 81 |

The above statement is taken from a balance sheet on file, No. 1, bundle A, which was produced by Alex. H. Ewing, among Baum's papers. In my estimate, I make the balance in Baum's favor $9 56 less than it is made in the above.

It does not appear, by the account itself, at what date the above balance was struck, but it is presumed to have been done the 20th day of January, 1819, from the fact that the sum above credited by him, as paid by the two companies, to balance the account, corresponds so nearly with the sum receipted by him in No. 7, bundle *A*, which bears date January 20, 1819, as to induce a belief that both were parts of the same transactions; and from the further reason, that from the time of the payment for Oliver's services, which was completed by a credit in the books of M. Baum & Co., July 6, 1818, as before stated, down to the receipt of the second instalment on lots sold. Baum was much more largely in advance to the company. The above balance must therefore have been struck, after the receipt of the second instalments in the fall of 1818.

After January 20, 1819, Baum received purchase money for lots, as follows:

| | | |
|---|---|---|
| From Henry I. Hunt, June 7, 1819 - - | – | $18 75 |
| " Wm. Oliver, Sept. 20, 1819 - - | – | 16 00 |
| " D. C. Henderson, March 15, 1820 - | – | 15 00 |
| Balance against Baum, March 15, 1820 - | – | $49 75 |
| Difference between Oliver and Baum's estimated amount of first instalments and my estimate - - - - - - - | $37 92 | |
| Ditto between Baum's estimate and mine on 2nd instalments - - - - - - | 9 56 | |
| | $47 48 | |
| Balance due from Wm. C. Schenck, dec'd - | 34 51 | |
| | | 81 99 |
| | | $131 74 |
| Add amount credited by Baum above | – | 1,795 76 |
| Whole amount received from sale of lots, by my estimate - - - - - - - - | – | $1,927 50 |

To the above amount is to be added an item not before noticed in any of the accounts. It is stated on the back of the certificate of sale to Seneca Allen, for lot No. 296, in a memorandum purporting to have been made by Martin Baum, per Wm. Oliver, that Allen had paid, in surveying Maumee, $21 00. The general account of the company will then stand as follows:

| | |
|---|---|
| Port Lawrence Company received for sales of lots— | |
| Amount credited in Baum's balance sheet - - | $1,795 76 |
| Amount subsequently received by him - - - | 49 75 |
| Amount due from Schenck - - - - - - | 34 51 |
| Amount paid by Seneca Allen to Baum, by surveying Maumee - - - - - - - - - - | 21 00 |
| | $1,901 02 |
| Amount of difference between estimates as above - | 47 48 |
| | $1,948 50 |
| Company's expenses in laying out Port Lawrence, and effecting sales, &c. - - - - - - | 1,942 57 |
| | $5 93 |

Thus, by my estimate, the amount of receipts from sales was five dollars ninety-three cents more than the amount of expenses; but by the estimates of Baum and Oliver, the amount of expenses was forty-one dollars fifty-five cents more than the amount of receipts. In the above account of company expenses, no estimate has been made of the value of Baum's services from the beginning, nor of Oliver's services from the time when he says his agency ceased, July 4, 1818.

Of the amount of receipts, there remained due the company from its agents, March 15, 1820:

| | | |
|---|---|---|
| Wm. C. Schenck, Dr. - - - - - | – | $34 51 |
| M. Baum, Dr., for moneys received since settlement - - - - - - - | $49 75 | |
| Amount received by him of Allen's surveying Maumee - - - - - - - | 21 00 | |
| | | $70 75 |
| Or, if to this be added difference of estimates as above - - - - - - - | – | 47 48 |
| His indebtedness to the company will stand | – | $118 23 |
| Company Dr. to Baum whatever may be allowed for his services to that date. | | |
| Company Dr. to Oliver whatever may be allowed for his services since July 4, 1818. | | |

No interest has been allowed either way, as will be observed in the foregoing accounts. None appears to have been allowed in

any of the statements of accounts, by the parties at the time, from which, it is presumed, there was an understanding that none should be allowed. It is impossible now to get at the dates of the several receipts and disbursements, with sufficient accuracy to estimate interest with any reasonable degree of correctness; but it is believed an estimate to the date last mentioned would result slightly in Baum's favor, and perhaps considerably so. Baum could have received nothing until late in the fall of 1817. Most of the expenses were incurred about the time of the sale, September 20th, though perhaps not paid till after receipt of funds. Oliver's salary was paid at and before July, 1818, from which time Baum must have been in advance to the company several hundred dollars, until receipt of second instalments in the fall of 1818, and the settlement, January 20, 1819, at which he received the payment of $146 81, balance due him. Some embarrassment has been felt in stating the above accounts, in regard to the following items, to wit:

| | |
|---|---|
| Lots No. 6, 86, 193, 244, 275, 318.—These lots were bought by Schenck for Baum, and certificate of sale made by Oliver for Baum to Baum. Two instalments were paid, of eighty-four dollars each - - | $168 00 |
| Lots No. 127, 128, 223, 224.—These were sold to Wm. Oliver; certificate of sale given by M. Baum to Wm. Ruffin, assignee of Oliver, for 127. On this lot 3 instalments were paid, of 16 dollars each - | 48 00 |
| Lots No. 223 and 224.—For these two, certificate was given by Baum to Oliver, and Oliver assigned an undivided half of the two lots to Baum; on these, two instalments were paid, of $113 75 each - - | 227 50 |
| Lot No. 128.—Certificate for this lot was given by Baum to Oliver, and two instalments paid, $16 25 each - - - - - - - - - - | 32 50 |
| Lots No. 144, 149, 153, 228.—These were marked in book Z, sold to Thos. and David Gwynne. For No. 144 and 228, certificate was given by Martin Baum to himself, and two instalments paid, of $38 50 each | 77 00 |
| Certificate for No. 149 was given by Baum to Oliver, assignee, and two instalments paid, of $12 75 each | 25 50 |
| Certificate for No. 153 not found. | $578 50 |

These transactions appear to have been nothing more nor less than sales, by agents to themselves. The embarrassment is, whether they ought to be treated as sales, or considered void. If the latter, then the charges made against themselves for the purchase money, in their accounts with the company, by Oliver and Baum, must be struck out, which will leave the Port Lawrence

Company several hundred dollars in arrears to Oliver and Baum. The further question will also arise, whether, supposing the sales void, Oliver and Baum ought to be allowed any thing for improvements which they have charged for putting on Nos. 223 and 224. For the following reasons, I have supposed these sales ought to be allowed to stand: 1, Major Oliver, in his answer, states, that it was one of the terms of the public sales, that each one of the proprietors, including himself and Baum, should have the right to bid on the lots, and I am not aware that this is denied. 2, The sales took place at public auction, which renders it probable that the agents gave as much as the lots were estimated to be worth at the time, or they would have been overbid by others. 3, So important an item in the amount of sales must have attracted the attention of some, or all of the other proprietors, and it does not appear that any of them dissented to it. 4, At the time when Baum received $146 to balance account, one-half from each of the two companies, composing the Port Lawrence Company, this large item in his account, if known and understood, as it probably was, must have been assented to, or else the balance due, and to be paid to him, would have been much larger.

These sales have, therefore, been treated in the accounts throughout this report as *bona fide* and *valid*. [It seems from letter *D*, attached to Wm. Oliver's deposition, it was considered, by some of the proprietors, beneficial to the speculation to have members of the company purchase lots.] A general reference is here made to the depositions of Alex. H. Ewing and Wm. Oliver, for the authenticity of the date referred to, as the foundation for this report on this part of the case. On the 17th day of September, 1821, tracts 1 and 2, 86 and 87, were assigned by the Piatt Company to Baum, as trustee of the Port Lawrence Company. On the 15th day of September, 1821, tracts 3 and 4 were assigned by Wm. Oliver to Martin Baum, as trustee of the Port Lawrence Company. On the 17th day of September, 1821, the five quarter-sections were assigned by the Piatt Company to Baum, as the trustee of the Piatt Company. The immediate object of these assignments was to take advantage of the relief law. M. T. Williams, being appointed agent by Baum for that purpose, relinquished tracts 1 and 2 on the 27th day of September, 1821. There had been paid on tracts 1 and 2, previous to the relinquishment, $4,817 55. Out of this was paid the balance remaining unpaid on tracts 3 and 4, 86 and 87, being $1,372 34. This left a balance in favor of the Port Lawrence Company of $3,445 21; one-half of which belonged to the Piatt Company. From this half, $1,248 was applied in payment of the five quarter-sections, leaving a balance still belonging to the Piatt Company of $474 60, an item that has obtained some prominence in this controversy, and will be again referred to. It was applied in payment of lands bought by the Sandusky Company. In consequence of the relinquishment of tracts 1 and 2, the title to lots

sold in Port Lawrence failed, and the purchasers claimed to be refunded their purchase money, pay for improvements and interest. Here commences the accounts of Oliver and Baum, which resulted in the acquisition of the title that Oliver now sets up to the property in controversy. Oliver's account below stated is for purchase money, and improvements for lots 223 and 224, and for refunding purchase money, and taking up certificates for lots, the numbers of which are mentioned.

## Port Lawrence Company to William Oliver, Dr.

| | | | Vouchers. | |
|---|---|---|---|---|
| 1818. | | | | |
| March 22 | To paid Lewis Laforge, for hauling logs for warehouse, November, 1817 | | B 1. | ½ of 15 25 |
| | Do do do | | 15 | 4 00 |
| | To paid John Reed, for flat boat | | 14 | 9 00 |
| April 14 | Do to Ewing & McCorcle for 3 flat boats | | | 20 00 |
| | " Woolman, for two days' labor *a* 87½ | | | 1 75 |
| | " Blasher, for six days' labor a 1 50, finding himself | | | 9 00 |
| | " Simeon Merard, for 5½ days' labor a 87½ | | | 4 81¼ |
| | " Wm. Wilson, for services and moneys paid out | | 7 | 82 79½ |
| May 14 | " Seth Tucker, for shingles and freight | | 10 | 46 00 |
| | " A. Edwards, for boards and locks | | 18 | 24 40 |
| | " Hunt & Forsyth, sundries | | 19 | 18 50 |
| | " Wm. Hollister & Co. | | 11 | 21 90 |
| 21 | " Leon Ganin | | 8 | 121 51½ |
| | " Joseph Prentice, for work at house | | 16 | 80 43¾ |
| | " McGunnagle, for digging cellar | | 6 | 6 00 |
| | | | | 232 73 |
| October 31 | " Int. on $232 73, from May 21, 1818, to July 5, 1841, 23 y. 1 m. 14 ds. | | | 322 86 |
| | " paid to Hunt & Forsyth | 100 31¼ | 4 | |
| | " " Leon Ganin | 8 18¾ | | |
| | | 108 50 ÷ 2= | 9 | 54 25 |
| | " int. on $54 25 from October 31, 1818, to July 5, 1814, 22 y. 8 m. 4 ds. | | | 73 83 |
| 1821. | | | | |
| August 26 | " paid D. W. Halley | 40 75 | 12 | |
| Decem. 21 | " " Hunt & Forsyth | 71 40 | | |
| | | 112 15 ÷ 2= | 13 | 56 07 |
| | " int. on $56 07 from December 1, 1821, to July 5, 1841, 19 y. 7 m. 4 ds. | | | 65 88 |

690.
259

STATEMENT.—Continued.

| | | | Vouchers. | |
|---|---|---|---|---|
| 1823. | | | | |
| Jan'ry 20 | To paid Joseph Prentice - - - - 232 50 ÷ 2 = | | 2 | 116 25 |
| | " interest on $116 25, from Jan'y 20, 1823, to July 5, 1841, 18 y. 5 m. 15 | | | 128 47 |
| May 15 | " paid Joseph Prentice - - - - 40 00 ÷ 2 = | | 5 | 20 00 |
| | " interest on $20, from May 15, 1823, to July 5, 1841, 18 y. 1 m. 20 ds. | | | 21 77 |
| 1818. | | | | |
| Jan'ry 1 | " 1st instalment on No. 223 and 224 = 113 75 ÷ 2 = - - - | | A 4 | 56 87 |
| | " interest on $56 87, from Jan'ry 1, 1818, to July 5, 1841, 23 y. 6 m. 4 ds. | | | 80 22 |
| Sept'r 20 | " 2d instalment on No. 223 and 224 = 113 75 ÷ 2 = - - - | | A 6 | 56 87 |
| | " int. on $56 87, from Sept. 20, 1818, to July 5, 1841, 22 y. 9 m. 15 ds. | | | 77 76 |
| 1823. | | | | |
| June 9 | " paid Jacob Wilson for acct. D. C. Henderson - 90 00 | | | |
| | " sundry postages on letters of company business 8 00 | | | |
| | | 98 00 | | 98 00 |
| | " int. on 98 dollars, from June 9, 1823, to July 5, 1841, 18 y. 26 ds. - | | | 106 28 |
| May 12 | " paid B. F. Stickney, for purchase money of lots and improvements - | | 17 | 1,063 61 |
| | " int. on $1,063 61, from May 12, 1823, to July 5, 1841, 18 y. 1 m. 23 ds. | | | 1,158 12 |
| | | | | 3,789 84 |
| 1818. | | | | |
| October 21 | To error, leaving out above ½ charges of Nichols $32, and Prentice $37, and interest on same - - - - - - | 87 55 | | |
| 1823. | | | | |
| January 1 | Do ½ amount of rent below and interest which ought to be charged to Baum, but is all charged to Oliver - - - - | 203 10 | | |
| | | | | 290 65 |
| | | | | $4,080 49 |

| | | | | |
|---|---|---|---|---|
| 1823. | | Cr. | | |
| June 9 | By cash of Joseph Prentice - - - - | 61 25 | | |
| | By ditto of Jesse Hunt - - - - | 57 45 | | 118 70 |
| | By interest on same, from June 9, 1823, to July 5, 1841, 18 y. 26 ds. - | | | 128 70 |
| Jan'ry 20 | By rent rec'd of Joseph Prentice for warehouse 2½ years, from Oct. 23, 1818, | | | 187 50 |
| | Int. on same, from January 20, 1823, to July 5, 1841, 18 y. 5 mos. 15 ds. - | | B 2 | 207 65 |
| 1 | By rent of B. F. Stickney for warehouse - - - - - | | | 100 00 |
| | Int. on same, from Jan'ry 1, 1823, to July 5, 1841, 18 y. 6 m. 4 ds. - | | | 111 06 |
| | | | | $853 61 |
| | | | | 2,936 23 |
| | Error as above - - | | | 290 65 |
| 1822. | Balance in Oliver's favor - | | | $3,226 88 |
| Sept. 10 | Amount of certificate for half the purchase money refunded for lots No. 20, 21, 85, 103, 107, 120, 147, 148, 172, 188, 198, 218, 229, 271, 339, 373, - | | | 213 07 |
| | Int. on same, from September 10, 1822, to July 5, 1841, 18 y. 9 m. 25 ds. - | | | 240 15 |
| | | | | $453 22 |
| | Balance brought forward, - - - - - - - - | | | 2,936 23 |
| | | | | $3,389 45 |
| | Error brought forward - - - - - - - - | | | 290 65 |
| | Due Oliver | | | $3,680 10 |

The above and foregoing account is stated principally upon the basis of exhibit O to Alexander H. Ewing's answer. The originals of this and other exhibits to the same answer, which will be further referred to, could not be found when I was at Cincinnati. Whether they have since been found, I do not know. I had the assurance of Mr. Ewing that, when found, they should be produced to me, but have seen nothing of them. The various vouchers referred to in the account, and which were produced by Mr. Ewing from among Baum's papers, sustain the principal items of it. Upon the best investigation I have been able to give it, I believe, with addition of amount of rent of the warehouse to the credit side, it will be a substantially correct account.

Major Oliver supposes, in his deposition, (answer to question 10,) that these rents were carried to the credit of the company in some way, and that there are, or were, papers among the papers of Baum, deceased, showing that fact. I have no doubt that such is his impression now; but from the length of time that has transpired, and the various and extensive transactions that have occupied his attention since that time, it is not surprising that he should be mistaken; and I am led to the belief that he is so from the following circumstances: In the account there is a charge for $232 50, paid to Joseph Prentice for labor and materials used in building the warehouse. This charge is sustained by reference to No. 2, bundle B; and the same paper shows that $187 50 of that sum was paid by rent of the warehouse. This fact also appears by an account annexed to said Prentice's deposition on file; no credit is given for this sum in any part of the account. There is nothing to show that the amount of rent from Major Stickney was *not* carried to the credit of the company in some way, as Major Oliver supposes; but as no such credit appears in the account, I have not felt justified in stating that it was credited, and have therefore added both these items to the credit side as above seen. The estimate of the amount of rent stated above, as received from Stickney, is rather arbitrary than otherwise, there being no means of getting at entire accuracy. Prentice occupied 2½ years, at the rate of $75 per year, from October 23, 1818; this would carry him to the 23d of April, 1821—see exhibit A, to deposition of Prentice. Major Stickney in his deposition (answer to question 14) says, he rented part of the building in 1819 and 1820, and in 1821, and part of 1822, he occupied the whole of it. He does not recollect what he paid for part, but while occupying the whole he paid at $80 per year. The building was finished in the summer or fall of 1818, and the relinquishment took place in the fall of 1821; Stickney occupied during a part of 1822. The sum allowed as a credit above is large enough to cover something more than 3½ years, at $80 per year. There is nothing to show that Oliver or Baum received any other rents. The cost of the warehouse has been taken at its value; this is supposed to be the safest mode, and in fact the only mode, of getting at it now with

any degree of precision. Major Stickney (in his answer to question 16) states, from recollection, and without reference to data, the probable cost to have been $800, *or more*, and its value the same.

Joseph Prentice (in his answer to question 9) states, in like manner, from recollection, its probable cost at $1,000. Prentice was a mechanic, and much engaged on and about the building during its erection, as will be seen by the different vouchers, bundle *B*. His estimate corresponds within a few dollars of the exact sum expended; and it has been seen above that it rented for more than interest on its cost. The estimate of its cost is therefore taken as the justest estimate of value that can now be made. As to amount charged for money paid Stickney by Oliver, for purchase money and improvements on several lots, see Stickney's answer to question 15. Upon comparison of the vouchers with the different items of account, some trifling alterations in the amounts and dates of a few items were suggested; none of these are believed to be of sufficient magnitude, however, to indicate an unfair design in the original statement, especially as the alterations suggested would not operate exclusively to the benefit of either party. The date of the charge for 1st instalment of purchase money on 223 and 224, has been changed from September 20, 1817, when the lots were sold, and the certificate dated to January 1, 1818, when the money was paid from Oliver to Baum, as appears from the balance sheet in bundle A; but, with this exception, the dates and amounts have been permitted to stand as there stated. Reasons may have existed at the time for the slight variations that appear; and considering the manner in which the papers have been kept, the charges are believed to be as well sustained as could be reasonably expected.

It will be observed, the above account includes the amounts which were the foundation of Oliver's mortgage and certificate, upon which the proceedings were had in Michigan court, which resulted in the acquisition of what he claims to be the title to a part of the lands in controversy. Those proceedings having been declared by this court invalid, he claims that the amounts of the decree and judgment, including costs, together with estimated expenses of the suits, shall be taken as the basis of his account.—See his account and explanations on file.

The proposition involved in this claim, as the decree of the court now stands, amounts to this, to wit: that complainant, and others in the same interest, shall pay Oliver the costs and expenses incurred by him in a fruitless attempt to wrest their property from them. This claim has not been adopted in this report, because it is deemed inconsistent with the decree; but the claim itself, and the amount based upon it, are herewith filed, and respectfully submitted. No estimate or allowance has yet been made for Oliver's services. Baum's account below is for paying M. T. Williams the share of his expenses at the relinquishment, or consolidation, in the fall of 1821, which was considered the proportion that ought to be

borne by [the] Port Lawrence Company, being one-third; and for refunding purchase money, and taking up certificates of lots, the numbers of which are mentioned, and for one-half of the purchase money and improvements on lots 223 and 224.

*Port Lawrence Company to Martin Baum,* DR.

| | | |
|---|---|---|
| 1821. | | |
| July, Aug., Sept. 1 | To paid M. T. Williams, one-third of expenses of consolidation, under relief law, C. 1 | $59 50 |
| | Interest on same, from September 1, 1821, to July 5, 1841—19 y. 10 mo. 4 ds. | 70 84 |
| Oct. 21 | To paid William Oliver the amount refunded original purchasers for lots in Port Lawrence, numbered 33, 236, 37, 131, 222, 296, 127, 128, 149 | 221 07 |
| | Interest on same, from October 21, 1821, to July 5, 1841—19 y. 8 m. 14 ds. | 261 37 |
| 1822. | | |
| Sept. 10 | To paid William Oliver, as above, for Nos. 20, 21, 85, 103, 107, 120, 147, 148, 172, 188, 198, 218, 229, 271, 339, 373 | 32 74 |
| | Interest on same, from September 10, 1822, to July 5, 1841—18 y. 9 mo. 25 ds. | 36 96 |
| March 14 | To paid P. G. Oliver, as above, for Nos. 10, 57, and 292 | 49 50 |
| | Interest on same, from March 14, 1822, to July 5, 1841—19 y. 3 m. 21 ds. | 57 34 |
| 1823. | | |
| Jan'y 23 | To paid William Wilson for lots Nos. 2 and 297, surrendered with improvements | 200 00 |
| | Interest on same, from January 23, 1823, to July 5, 1841—18 y. 5 m. 12 ds. | 221 40 |
| May 14 | To paid Amos Spafford, assignee, for Nos. 267 and 324 | 19 75 |
| | Interest on same, from May 14, 1823, to July 5, 1841—18 y. 1 m. 21 ds. | 21 19 |
| 16 | To paid Moses Wilson for No. 150 | 13 50 |
| | Interest on same, from May 16, 1823, to July 5, 1841—18 y. 1 m. 19 ds. | 14 68 |
| June 10 | To paid Darius C. Henderson for No. 194, and improvements | 400 00 |
| | Interest on same, from June 10, 1823, to July 5, 1841—18 y. 19 ds. | 425 60 |
| Aug. 11 | To one-half purchase money paid, and improvements on Nos. 223 and 224, and interest on same from several dates, as in Oliver's account | 1,363 83 |
| | | $3,469 27 |
| | To error, leaving out Nichols & Prentice's account, as in Oliver's account $87 55 | |
| | By ½ amount of rent should be charged Baum, & *int.* 203 10 | |
| | 115 55 | |

CR.

| | | |
|---|---|---|
| 1820. | | |
| March 15 | By balance of previous account brought forward | $70 75 |
| | Interest on same, from March 15, 1820, to July 5, 1841—21 y. 3 m. 20 ds. | 90 49 |

| | | | |
|---|---|---|---|
| 1821. | | | |
| Sept. 18 | By cash from J. H. Piatt for M. T. Williams - - | | $25 00 |
| | Do. do. do. Wm. Steele, and paper - - - | | 23 33 |
| | Interest on two last items, $48 33, from September 18, 1821, to July 5, 1841—19 y. 11 m. 17 ds. - - - | | 57 50 |
| Sept. 27 | By received from J. H. Piatt & Co., a credit arising from the relinquishment of their half of tracts Nos. 1 and 2, of $474 59, which was applied by [the] Sandusky Company, and by arrangement to be accounted for in M. E. Co. paper, then worth 40 cents per dollar, but now credited at 50 cents per dollar, and constitutes a credit of that amount in favor of J. H. Piatt and associates, on settlement of this account with Sandusky Company, to wit - - - - | | 237 29½ |
| | Interest on same, from September 27, 1821, to July 5, 1841—19 y. 9 m. 8 ds. - - - - - - | | 281 43 |
| | See Major Oliver's answer to question 16.—Balance of errors as above, $115 55. | | 785 79½ |
| | Balance due Baum - - | | $2,383 47½ |
| | | | 115 55 |
| | | | 2,567 92½ |
| 1820. | | | |
| March 15 | By difference of estimates brought forward - | $47 48 | |
| | By interest from March 15, 1820, to July 5, 1841—21 y. 3 m. 20 ds. - - - - | 60 69 | |
| 1821. | | | |
| Sept. 27 | By other half of item at relinquishment - - | 237 29½ | |
| | By interest on same, from September 27, 1820, to July 5, 1841—19 y. 9 mo. 8 ds. - - | 281 43 | |
| | | | 626 89½ |
| | | | $2,056 58 |
| | By balance of errors, as above - - | | 115 55 |
| | | | $1,941 03 |

The foregoing account is based on exhibit T, Alexander H. Ewing's answer, the original of which I have not seen. The items in this and Oliver's account are designed to be so arranged and transposed, as to show, as nearly as possible, the actual state of accounts between the company and those two individuals. Where it was necessary to do so, in order to effect this purpose, items have been transferred from one account to the other, or entirely dropped. The charges in this account being principally for refunding purchase money, and taking up outstanding certificates, or title bonds, the vouchers consist principally *also* on the certificates or bonds themselves. No others have been produced, except those herewith filed in bundle *G*. In the charge of $426 14, for one-half of which the certificate was given to Oliver, the amount of purchase money receipted, and interest to the time it was refunded, does not correspond with the charge—being about 47 dollars less. In some cases, the purchase money was not only refunded, but the holder of the certificate was repaid whatever he had advanced to

the original purchaser beyond the amount of his purchase money. Such may have been the case with regard to this item. Major Oliver states that it was not *not* customary, when taking up outstanding certificates, to take any voucher for the money paid, except the certificate or bond itself. Mr. A. H. Ewing states that he has seen no vouchers among Baum's papers, for purchase money refunded, besides the certificates, and believes there were none taken. It does not appear from the certificates how much, if any thing, was advanced in this case, nor has there any voucher been produced for this item, besides the certificates. The item for purchase money and improvements on lots Nos. 223 and 224, is placed in the exhibit, under date of August 11, 1823. It has been stated the same way above. Though the fact was, that the money was paid or allowed in account, and the improvements put on the lots in 1817 and 1818, and were properly the subject of charge against the company, if ever, at the time of relinquishment in 1821, as the account is stated, it makes no difference in the result, but might possibly be the cause of misapprehension as to the real state of accounts between Baum and the two companies, composing the Port Lawrence Company, when the certificate was given to Oliver, which became the foundation of his attachment suit in Monroe county court. There are two items on the credit side of this exhibit, which, according to all the other exhibits in the case, must be erroneous—perhaps an error in the copy. These are credits for second instalments received by Baum on lots 372, 147, and 227. The second instalment on 372 was paid on the 12th day of November, 1818, and was taken into the previous account of Baum. If he charged himself with it, as it stands in the exhibit to Ewing's answer, he has charged himself twice with the same instalment. Independent of that, the sum mentioned in the exhibit does not correspond with the amount of the second instalment on that lot, which was $20 50. No. 227 appears to have been sold, not to H. I. Hunt, but to Wm. Griffith, and reverted without any payment being made; and it does not appear, from certificate, that the 2nd instalment on No. 147 was ever paid. More than this, the second instalments on these two lots would not produce the sum specified in the exhibit; they have therefore been entirely dropped from the account as an error. The balance of previous account against Baum, arising from receipts of instalments, has been brought forward, and corresponds, within a few dollars, with the item referred to. In Major Oliver's answer to question 16, a statement is made, which tends to explain why the balance of $474 59 cents, remaining to the Piatt Company at the time of relinquishment, is credited in Baum's account at only half that sum. In order to bring this statement before the court, the item has been reported as it stands in the exhibit. The balance has also been stated the other way, charging Baum with the whole sum of $474 59. Either can be adopted.

The following is an account of the remaining lots sold in 1817, for taking up the certificates of which no charge is made in the previous accounts:

*Port Lawrence Company to William Oliver,* *Dr.*

| | | | |
|---|---|---|---|
| 1833. | | | |
| Nov'r 9 | For money refunded on lot No. 270 - - | $49 00 | |
| | Interest to July 5, 1841—7 y. 7 m. 26 d. - | 22 50 | |
| | | | $71 50 |
| Sept. 20 | For money paid Baum's administrators and Joseph Laman, for certificates on lots Nos. 100, 166, and 342 - - - - - - | 156 20 | |
| | Interest to July 5, 1841—7 y. 9 m. 15 d. - | 73 02 | |
| | | | 229 22 |
| 1834. | | | |
| Jan'y 9 | For money refunded Chas. Hammond, attorney, on lot No. 62 - - - - - - | 10 50 | |
| | Interest from Jan. 9, 1834, to July 5, 1841—7 y. 5 m. 26 d. - - - - - | 4 71 | |
| | | | 15 21 |
| 1833. | | | |
| Oct'r 24 | For paid Baum's estate for certificates on lots Nos. 6, 86, 144, 153, 193, 244, 228, 275, and 318, the receipt being acknowledged in the conveyance by Baum's representatives to Wm. Oliver, of this date, as part of the consideration for their interest in tracts 1 and 2, 86 and 87, and two fractional sections 1 and 12 - - - - - | 258 00 | |
| | Interest to July 5, 1841 - - - - | 119 15 | |
| | | | 377 15 |
| | | | $693 08 |

| | |
|---|---|
| The charges in this and two previous accounts of Oliver and Baum, cover the purchase money refunded on 66 lots, the certificates for the same being all produced, and herewith filed, except for No. 153, which has been before alluded to | 66 |
| Sold to Sam'l H. Ewing, and supposed to be refunded, (see Alex. H. Ewing's answer, exhibit L,) not charged - | 4 |
| Sold to Wilson, assigned to Smith, certificates not returned, and not charged - - - - - - - - | 4 |
| Sold to Wing, certificates not returned and not charged, but one or all, and Major Oliver thinks all, compromised by new lot in Toledo, numbered 45 - - - - - | 3 |
| Sold to Wm. Griffith, and reverted - - - - - | 4 |
| Sold to Marsh, and reverted - - - - - | 2 |
| Sold to Ben. Burnet, and reverted - - - - - | 1 |
| Sold to Joseph Coe, and reverted - - - - - | 2 |
| Given to Leon Guion, certificate not returned, and not charged - - - - - - - - - | 1 |
| Sold to Wm. C. Schenck, and now claimed by Robert C. Schenck - - - - - - - - - | 1 |
| Whole number disposed of in old P. Lawrence - | Lots 88 |

In 1825 Oliver attached the southwest quarter of section 2, township 3; northwest quarter and southwest quarter of section 3, township 3. Upon this attachment such proceedings were had, that the three quarter-sections were conveyed, on the 27th day of August, 1828, under the order of Monroe county court, to John Noble, and by him to Oliver. In 1823, thirty acres of tract 86 were sold by Baum to Joseph Prentice, in satisfaction of his claim for purchase money and improvements on lot No. 292, in Port Lawrence; and the same quantity to Joseph Tromley, from the same tract, in satisfaction of his claim for purchase money and improvements on lot No. 171. On the 27th day of August, 1823, with exception of above mentioned 60 acres, tracts 3, 4, 86, and 87, were mortgaged by Baum to Oliver. Upon this mortgage, such proceedings were had, in Michigan court, that a decree of sale was made, in pursuance of which the lands were sold, and a deed made to Oliver as purchaser, on the 1st September, 1828. The above sales, under judicial proceedings, were followed by an assignment of the certificates of sale for the property by Baum to Oliver. Baum also transferred the certificate of sale to Oliver for the southeast quarter of section 3, township 3. Thus the title to tracts 3, 4, 86, 87, and 4 quarter-sections, stood in Oliver. In 1828, the negotiation was commenced by Oliver with the trustees of Michigan University, which terminated in 1831. Tracts No. 1 and 2 were deeded to Oliver by Michigan University, Feb. 7, 1831, and he obtained patents for the same, March 4, 1831. Oliver received patents for tracts 3 and 4, and southwest quarter section 2, township 3, southeast and southwest quarters section 3, township 3, on the sixth day of September, 1830; and for northwest quarter section 3, township 3, on the 3d day of December, 1830; also for tracts No. 86 and 87, on the 6th day of January, 1831. Oliver conveyed tracts 3 and 4, (except 10 acres in the northeast corner of tract 3, to be located by Oliver, which was reserved,) and the southwest quarter section 2, township 3, northwest and southwest quarters of section 3, township 3, to the Michigan University, Feb. 7, 1831. Thus stood the title to tracts 86 and 87, and 1 and 2, and the southeast quarter of section 3, township 3, in Oliver. On the 16th day of May, 1831, Wm. Oliver, Martin Baum, and Micajah T. Williams, entered into an agreement under their respective seals, of which the paper on file, marked G 1, purports to be a copy. Oliver thereby sold to Baum and Williams each one undivided third part of tracts 1, 2, 86, and 87, excepting 60 acres of tract 86, sold to Prentice and Tromley in 1823, as before stated. The consideration of this sale was fifteen hundred and fifty-five dollars for each third, the receipt of which is acknowledged by Baum on the back of the agreement, under date of August 1, 1831. The parties agreed that for greater convenience in transacting the business, the legal title should remain in Oliver until a partition of the premises should take place, according to further provisions in the same agreement; and that Oliver should

convey to Williams and Baum, by quit claim, the parts belonging to each, whenever such partition should take place; or in case no such partition should take place, then Oliver should convey, after the expiration of three years, if requested so to do, to Williams and Baum, each an undivided third part of the land remaining unconveyed at that time. The parties agreed to lay out a town on said property, where Port Lawrence was formerly laid out, retaining the name, but changing the plan and extent, as the parties might deem proper. They authorized Oliver to lay out said town, and take all necessary and proper steps, and make all necessary and proper arrangements in relation thereto, and for bringing the lots into market, and for promoting the prosperity of the town, and to sell and donate lots to settlers and purchasers, and to execute deeds of conveyance therefor; and whenever any difference of opinion should arise in relation to the property, or business connected with it, the opinions of the representatives of a majority of interest in the property to be binding, except where otherwise provided in the same agreement. The parties further agreed to make partition of the property among the proprietors, according to their respective interests, at the end of three years from the date of the agreement, unless otherwise unanimously agreed; and the partition to be made in a manner particularly specified in the agreement, unless otherwise unanimously agreed; and provisions also made for carrying on the enterprise by the survivors, in case of the death of any of the proprietors. The parties agreed to contribute, in proportion to their respective interests, to all charges and expenses, claims and disbursements, touching the premises, or arising out of the execution of the contract, or becoming necessary for the completion *for* the same. They also agreed to make titles to the legal holders of outstanding certificates for lots in Port Lawrence, purchased of the Port Lawrence Company in 1817, upon such holders completing the payments to them according to the original terms of sale; and also to admit a fourth person as a proprietor—a man of enterprise and character—on equal terms with themselves, on his establishing himself permanently at Port Lawrence, and devoting himself to the improvement of the place. Martin Baum having died, Wm. Oliver and M. T. Williams entered into articles of agreement with Stephen B. Comstock, of Adrian, Michigan, on the 19th day of September, 1832, to sell said Comstock an undivided fourth part of tracts 1 and 2, and make him a proprietor of Port Lawrence, according to the provisions of, and under the respective conditions and stipulations in, the contract above described. The paper on file, marked *G* 2, purports to be a copy of said agreement with Comstock. Comstock agreed to pay twelve hundred and fifty dollars, by putting on improvements under the directions of Oliver and Williams, as specified in the agreement, and to settle forthwith, and continue to reside there, and act as agent for the proprietors in relation to all business of said town, and faithfully devote himself to

the improvement of the place so long as the property should remain undivided among the proprietors, or as they should continue to act together as jointly concerned in conducting the town; all of which services, on his part, to be free of charge. On the 22d day of October, 1833, Samuel Perry and D. C. Wallace, administrators of Martin Baum, on the back of the agreement first above described, released all right and interest in said contract to Wm. Oliver, reciting that Oliver had refunded the amount paid him by Baum on the contract, with interest, and released a certain judgment or decree, in the supreme court of Michigan Territory, in favor of Oliver against Baum, (meaning Oliver's mortgage claim,) and agreed to take up outstanding obligations given by Baum for lots sold in Port Lawrence on certain conditions, as per agreement. At the same date, Ann Baum, widow of Martin Baum, deceased, and Jacob Baum, Alexander H. Ewing, and Mary P. Ewing his wife, late Mary P. Baum, and David C. Baum, heirs of Martin Baum, deceased, quit-claimed all right, title, interest, claim, and demand to the premises, to William Oliver. This conveyance includes other property also, and describes the consideration mentioned in the assignment of Baum's administrators more particularly. The paper on file, marked G 2 on outside, and V 3 on inside, purports to be a copy of this agreement, and reference is here made to it for more particularity. M. T. Williams was equally interested with Oliver in this purchase, but the title was made to Oliver alone. On the 8th day of May, 1834, Williams and Oliver sold to Edward Bissel an undivided $\frac{1}{4}$ of tracts 1 and 2, together with $\frac{1}{4}$ part of all improvements made, and $\frac{1}{4}$ part of all the claims due for sales of lots or other purposes. Bissel was to pay $7,000, viz: $2,500 to Stephen B. Comstock, to be expended in improvements, and remainder to Williams and Oliver, in equal payments of $1,500, in six, twelve, and eighteen months from date, with interest. This contract is herewith filed, marked *G* 3.—$7,000.

On the seventeenth day of October, 1834, one undivided $\frac{1}{16}$th part of tracts 1 and 2, with equal share of claims and liabilities, was sold to Smith & Maey for $4,000, viz: $1,000 in hand, and $3,000 on or before the 1st day of July then next; title to be given on completion of last payment. Smith & Maey also agreed to make certain improvements, and arrange for a line of steamboats to run between Buffalo and Toledo.

Article under seal, and signed by Wm. Oliver and by Smith & Maey—G 4—$4,000.

A like interest, on the same terms, was sold to Pratt & Taylor the same day as the last above—G 5—$4,000.

A like interest was sold to Lynde & Raymond, June 30th, 1835, with other property hereafter described, for $13,000.

In Oliver's statement of sales, he states the price of the interest in 1 and 2 at $9,000, viz: $\frac{1}{3}$ in hand, and the balance, with interest, on the 6th day of June, at the office of the Bank of the United States at the city of New York—G 6—$9,000.

A sale was made to Lot Clark of $\frac{1}{16}$ of tracts 1 and 2, with improvements, together with $\frac{1}{3}$ of 10 acres of tract 3, for $1,000.

In Oliver's account of sales, he states that no contract was made in writing for this sale until deeded, as will be hereafter described. He gives no date to the original contract. He states the price of the interest in 1 and 2 at $9,000, and that the whole sum was to be paid, part cash in October, and the balance on time—G 7—$9,000.

A sale was made to Philander Raymond of $\frac{1}{32}$ part of tracts 1 and 2, together with $\frac{1}{3}$ Seminary lands, for $22,000, on the 9th day of January, 1836. Oliver states the price of the interest in tracts 1 and 2 at $5,000. G 8—$5,000.

*Recapitulation.*

| | | | |
|---|---|---|---|
| 1832, Sept'r | 19, | Stephen B. Comstock, | $\frac{8}{32}$ parts of tracts 1 & 2. |
| 1834, May | 8, | Edward Bissel, | $\frac{8}{32}$ " |
| " Oct. | 17, | Smith & Macy, | $\frac{2}{32}$ " |
| " " | " | Pratt & Taylor, | $\frac{2}{32}$ " |
| 1835, June | 30, | Lynde & Raymond, | $\frac{2}{32}$ " |
| " Sept. | 12, | Lot Clark, | $\frac{2}{32}$ " |
| 1836, Jan'y | 9, | Philander Raymond, | $\frac{1}{32}$ " |
| | | Parts sold = | $\frac{25}{32}$ |

Leaving unsold, in Williams & Oliver, $\frac{7}{32}$ parts.

The above is a summary of sales of company shares in tracts 1 and 2, as distinguished from sales of lots. The plat herewith filed, marked X, is a copy of the plat of Port Lawrence as it existed when the sales of town lots were made, described in the table on the next page, showing a subdivision into lots numbered from 1 to 378. The plat, of which this is a copy, was authenticated and recorded in Monroe county, Michigan, July 5, 1834, as appears by a certificate of the records of said county on the original plat which I have seen. Book Y, authenticated by the depositions of Edward Bissel, Andrew Palmer, John Fitch, and Stephen B. Comstock, gives a summary account of the sales of individual lots by the company, from which the principal part of the following table has been made, with references to the pages of the book.

*Table of sales of individual lots in tracts* 1 *and* 2.

| Date. | Page Y. | No. of lots sold. | To whom sold. | Price. |
|---|---|---|---|---|
| 1833. | | | | |
| July 13 | 1 | 11 - - - - | John Baldwin - | $25 00 |
| 1834. | | | | |
| Feb. 24 | 2 | 17, 18, 23, 24 - - | Philo Bennet - | 250 00 |
| " " | 3 | 33, 34, 40 - - - | Coleman I. Keeler - | 150 00 |
| " " | 4 | 8 - - - - | John Baldwin - | 200 00 |

| Date. | Page Y. | No. of lots sold. | To whom sold. | Price. |
|---|---|---|---|---|
| 1834. | | | | |
| Feb. 24 | 5 | 46 - - - - | Abram Ritter - | $125 00 |
| " 27 | 6 | 22, 51 - - - | Geo. Bennet - | 75 00 |
| " " | 7 | 60 ft. front, S. side Erie st., and undivided half of 12 - | Charles Noble - | 200 00 |
| April 15 | 8 | Upper half of No. 2 - | Henry W. Goettel - | 100 00 |
| " 26 | 9 | 67, 68, 272 - - - | Augustus Burdenais - | 250 00 |
| May 1 | 10 | 26 ft. lower side of No. 10 - | W. I. Daniels - | 25 00 |
| June 20 | 11 | 41 & 20 ft. joining from No. 42 | Coleman I. Keeler - | 200 00 |
| " 24 | 12 | 278, 279 - - - - | Wm Fassey - | 200 00 |
| " 26 | 13 | 88, S. W. half of 89, 406, 407 | W. I. Daniels & Co. - | 70 00 |
| " " | " | 19 - - - - | W. I. Daniels - | 50 00 |
| " " | 35, 15 | 127, 129, 140, 16, 27, 28, 210, 210, 242, 267, 146, 147, 77, 164, 233, 290, 274, 292, 21 | Platt Card - | 8,100 00 |
| " 30 | 16 | 43 - - - - | G. W. Rhodes - | 100 00 |
| " " | 17 | East half of No. 222 - | Wm. Ritter - | 25 00 |
| " " | 18 | 84, 84 - - - | Calvin Comstock - | 200 00 |
| " " | 19 | 273 - - - | Richard Faster - | 30 00 |
| " " | 20 | 81, 82 - - - | Geo. Simpson - | 50 00 |
| July 7 | 21 | 412, 413, 414 - - | Platt Card - | 2,400 00 |
| " 14 | 22 | 58, 60 - - - | Job Bandit - | 375 00 |
| " " | 23 | 334 - - - - | Platt Card - | 100 00 |
| " " | 24 | 219, 226, 329, and other land | T. & S. Darlington - | 300 00 |
| " 18 | 25 | 236 - - - - | Michael Conner - | 150 00 |
| " " | 26 | 235 - - - - | Douglass Ottinger - | 100 00 |
| " " | 27 | 45, given as a compromise of old cert., in 1817 | Austin E. Wing. | |
| " " | 28 | 429 - - - - | Platt & Miller - | 100 00 |
| " " | 29 | 3 - - - - | Levi S. Humphrey - | 50 00 |
| " " | 30 | 117 - - - - | Edward Bissel - | 200 00 |
| " " | 31 | 9, 34 ft. W. side of 10, 31, 32, 132, 133, 44, 234, 240, 241 | Wm. P. Daniels - | 3,500 00 |
| 1835. | | | | |
| June 11 | 32 | 35, 36 - - - - | David B. Mooney - | 600 00 |
| " 10 | 33 | 37, 38, 39 - - - | Coleman I. Keeler - | 600 00 |
| " 22 | 34 | 139, 130, 128, 265, 244, 266, 126, 124, 122 - - | James Rawls - | 5,400 00 |
| " 30 | 36 | 50 ft. Washington st. - | Baxter Bawnan - | 300 00 |
| " 27 | 37 | 153, 151, 141 - - | Jacob Clark & P. Bennet | 1,300 00 |
| July 4 | 39 | 140, 53, 71 - - - | Abijah Noyes - | 600 00 |
| June 30 | 41 | 135, 136 - - - - | Philander Raymond - | 1,000 00 |
| " 29 | 43 | 7 - - - - | Daniel Bane - | 1,800 00 |
| July | - | 13. See Oliver's account of sales on file - - | Andrew Palmer - | 1,200 00 |
| 1840. | | | | |
| June | - | ½ of No. 14, do. do. - | Chas. G. Keeler & Co. | 600 00 |
| 1835. | | | | |
| July 5 | 169 | 355, complim'try donation to | Harriet Daniels. | |
| " " | 168 | 215, do. do. | Mrs. Vance. | |
| 1834. | | | | |
| Dec. 31 | 127 | 72. Sold to Wm. M. Comstock & Roderick Comstock, for "certain improvements." | | |
| 1837. | | | | |
| July 16 | 128 | Burying ground. | | |
| " " | " | 484, 484½. Given to Erie and Kal. Railroad Co., for carhouse. | | |
| " " | 98 | 163, 162, 120, 119, 121, 109, 110, 111, appropriated forcommon purposes of the company. | | |
| 1835. | | | | |
| July 1, 2, 3, 4 | 145, 169 | 319, 198. Dedicated for school purposes. | | |
| " " | " | 175, 366. Conditionally appropriated for churches. | | |

*Deeds on record.—Oliver and wife to M. T. Williams.*

Deeds on record of parts of tracts 1 and 2.

*Oliver and wife to M. T. Williams.*

½ of tracts 1 and 2, with a like interest in all sales and improvements; and subject in like proportion to all sales, donations, appropriations, and disbursements, with covenants by Oliver that he has done nothing by which the title can be frustrated, and to defend the premises against all persons claiming under him, his heirs or assigns; dated, Nov. ——, 1835; consideration expressed $1,000; acknowledged December 23, 1835; lodged for record in Lucas county, July 19, 1836; recorded July 20, 1836.

*William Oliver and wife to Stephen B. Comstock.*

No. 85, 86, 87, twenty feet off the upper side of 380; an equal undivided half of No. 12; whole of No. 134, 148, 52, 168, 172, 174, 69, 76, 189, 223, 206, 257, 271, 294, 310, 317, 359, 360, 365, 180, 203, 252, 299, 361, 362, 315, 281, 330, 378. These lots were deeded by Oliver and wife to Stephen B. Comstock in fee simple, with covenants that they were lawfully seized in fee; that the premises were free from encumbrances; that they had good right to sell and convey, and a covenant of general warranty; dated July 6, 1835; acknowledged same day by Oliver, but never acknowledged by his wife; lodged for record 8th, and recorded 11th day of July, 1835, in Monroe county, Michigan; lodged for record June 5, 1837, and recorded June 7, 1837, Lucas county, Ohio.

*William Oliver and M. T. Williams and their wives to Stephen B. Comstock.*

Lots No. 232, 439, 447, 459, 478, 483, 483½, 489, 507, 516, 535, 561, 570, 590, 596, 611, 632, 640, 649, 650, 658½, 666, 670, 679, 682, 697, 735, 739, 746, 747, 750, 755, 785, 787, 792, 802, 812, 815, 832, 850, 854, 864, 452, 476, 503, 548, 588, 609, 715, 723, 734, 745, 748, 778, 788, 851, 474, subject to right of way for Erie and Kalamazoo railroad. No improvement to be made on lots bounded by Swan creek, beyond water's edge; buildings not to be erected on Nos. 474, 476, 478, except according to a line established by proprietors, subject to rights of ferriage in the proprietors; consideration expressed $400; deeded by quit claim September 16, 1837; acknowledged August 22, 1838; lodged for record June 18, 1839; recorded July 3, 1839. The real consideration for these two deeds was Comstock's purchase of ¼ tracts 1 and 2, and the subsequent partitions.

*Oliver and wife to M. T. Williams.*

This deed was made in pursuance of the partition among the proprietors, and expressed to be for that consideration. It allots

the particular premises, covered by his previous deed of an undivided one-half. Lots No. 116, 434, 451, lower or easterly half of 482, lower or easterly half of 482½, No. 498, 499, 500, 501, 512, 513, 515, 525, 545, 581, 591, 595, 601, 607, 637, 644, 655, 657, 665, 669, 680, 681, 689, 691, 705, 714, 718, 726, 737, 738, 759, 760, 765, 789, 800, 808, 818, 823, 827, 829, 833, 834, 846, 143, 216, 155, 49, 79, 350, 228, 285, 288, 138, 63, 156, 301, 196, 303, 349, 66, 159, 264, the middle one-third of No. 14, fronting 20 feet on Summit street, No. 177, 166, 237, 259, 57, 306, 501, 8 feet off the lower or easterly side of No. 381, No. 382, 383, 384, 20 feet off the easterly or upper side of 385, subject to lines of buildings and wharfing established by proprietors; no lot bounded on Swan creek to have improvements put on them beyond water's edge; deeded by quit claim, September 16, 1837; acknowledged August 22, 1838; lodged for record June 18, 1839; recorded July 10, 1839.

*Oliver and wife to Edward Bissel.*

On the southerly side of Erie street, twenty-one feet of lower part of No. 389, whole of No. 390, 97, 98¾, lower part of 105, No. 106, ¼ westerly part of 107, 6, 298, 316, 313, 118, 145, 125, 286, 304, 296, 178, 205, 331, 332, 227, 228, 333, 336, upper half of 222, 225, 212, 61, 62, 70, 74, 182, 185, 186, 188, 194, 26, 157, 48, 170, 171, 176, 246, 254, 256, 280, 262, 374, 375, 376, 276, 337, 338, 371, 372, 370, 312; deeded in fee simple; consideration expressed $1,000; covenants of lawful seizure in fee simple, freedom from encumbrances, right to convey, and covenant of general warranty; dated July 6, 1835; acknowledged by Oliver same day; lodged for record May 6, 1836; and recorded same day in Monroe county, Michigan; lodged for record, Lucas county, Ohio, August 25, recorded August 31, 1837; acknowledged by Oliver a second time, and by his wife February 20, 1839; lodged for record second time in Lucas county, March 12, 1839; recorded March 15, 1839.

*Oliver and wife to Edward Bissel.*

No. 436, 437, 438, 441, 446, 456, 460, 461, 467, 468, 472, 479, 486, 486½, 490, 508, 509, 517, 521, 526, 527, 533, 536, 538, 539, 544, 547, 552, 555, 559, 560, 563, 569, 577, 584, 585, 586, 593, 598, 613, 614, 615, 616, 625, 631, 633, 642, 645, 646, 647, 660, 662, 664, 667, 674, 678, 683, 686, 693, 717, 743, 751, 757, 766, 772, 777, 781, 796, 804, 805, 807, 813, 817, 822, 825, 835, 840, 852, 853, 855, 860, 863, 866; subject to right of way for Erie and Kalamazoo railroad; on lots bounded by Swan creek, no improvements to be made beyond water's edge; no buildings to be erected on 472, nearer than 20 feet to each end; deeded by Oliver and Williams and their wives in fee simple; consideration expressed $4,125; covenants of lawful seizin in fee simple, freedom from encumbrances, and covenant of general warranty; dated Septem-

ber 16, 1837; acknowledged August 22, 1838; lodged for record June 18, 1839; recorded July 5, 1839.

*Oliver and Williams and their wives to assignee of Edward Bissel, Chas. Butler.*

No. 449, 450, 473, 492, 493, 497, 528, 546, 557, 564, 566, 603, 622, 630, 653, 654, 655½, 663, 685, 695, 719, 725, 728, 729, 761, 769, 797, 801, 830, 839, 847; subject to right of way for Erie and Kalamazoo railroad; on lots bounded by Swan creek, no improvements to be made beyond water's edge; no building to be erected on No. 473, nearer than 20 feet to each end; deeded by Oliver and Williams and their wives in fee simple; consideration expressed $1,375; covenants of lawful seizin in fee simple, freedom from encumbrances, and general warranty; dated September 16, 1837; acknowledged August 22, 1838; lodged for record June 18, 1839; recorded July 5, 1839.

*Oliver and wife to assignee of Edward Bissel, Isaac S. Smith.*

On southerly side of Erie street, 30 feet lower part of No. 107, all of No. 108, 131, 168, 367, 368, 221, 75, 183, 161, 181, 204, 231, 253, 275, 369, 311, 295, 363, 364; deeded by Oliver and wife in fee simple; covenants of lawful seizin in fee simple, freedom from encumbrances, right to sell and convey, and general warranty; dated July 6, 183 (5); acknowledged July 6, 1835; lodged for record 8th, and recorded 10th July, 1835, in Monroe county, Michigan; lodged for record 25th, and recorded 30th August, 1835, Lucas county, Ohio. These several deeds to Edward Bissel and his assignees were in pursuance of his original contract before described, and the partitions of tracts 1 and 2 among the proprietors.

*Oliver and wife to Isaac S. Smith, in trust for Smith and Macey, and Pratt and Taylor.*

Lower ½ of No. 89, upper half of No. 90, lower ½ of No. 90, No. 91, 92, 93, 94, 112, 113, 197, 199, 211, 224, 207, 213, 214, 56, 73, 184, 187, 195, 5, 25, 158, 47, 80, 165, 178, 255, 247, 277, 263, 268, 297, 345, 59, 314, 123, 142, 144, 287, 249, 305, 307, 146, 289, 339, 340, 341, 342, 343, 344; consideration expressed $4,000; covenants of lawful seizin, freedom from encumbrances, right to sell and convey, and general warranty; dated July 6, 1835; acknowledged on same day; lodged for record 8th, and recorded 10th day of July, 1835, in Monroe county, Michigan; lodged for record 25th, and recorded 26th August, 1837, Lucas co., Ohio.

*Oliver and Williams and their wives to Hiram Pratt and Wm. F. P. Taylor.*

Consideration expressed $1,333. No. 477, 485, 485½, 502, 466, 442, 20 feet of 444, east side, 40 feet off west side of 445, whole of

610, 651, 514, 617, 530, 550, 575, 582, 592, 597, 634, 606, 671, 754, 711, 621, 770, 784, 811, 820, 844, 694, 699, 700, 578, 673, 722, $\frac{192}{1000}$ parts of 431, of 432, and of 433; subject to right of way for Erie and Kalamazoo railroad; on lots bounded by Swan creek, no improvements to be made beyond water's edge; no buildings to be erected on No. 477, nearer than 20 feet to each end; deed in fee simple; covenants of lawful seizin in fee simple, freedom from encumbrances, and general warranty; dated September 16, 1837; acknowledged August 22, 1838; lodged for record June 18, 1839; recorded July 8, 1839. The two last deeds were in pursuance of the contracts with Smith and Macy, and Pratt and Taylor, and of the partition among the proprietors.

*Oliver and wife, and Williams and wife, to Charles W. Lynde, assignee of Lynde and Raymond.*

No. 99, 100, 200, 15, 30, 152, 50, 64, 182, 239, 260, 284, 302, 323, 318; also $\frac{1}{16}$ part of residue of tracts 1 and 2, and of sales and improvements made by the proprietors in common, subject to proportional charges for disbursements, donations, subscriptions and appropriations of property, in and about the same, being the same property sold to Lynde and Raymond, June 30, 1835. Deed recites that the same property was deeded by Oliver and wife to said Lynde in August, 1835; which deed is to be regarded as cancelled, on execution and delivery of this.

Dated Nov. 26, 1835: covenants of lawful and true ownership, right to sell and convey, and general warranty. Acknowledged, Dec. 1, 1835. Lodged for record, June 29, 1837, and recorded same day.

*Same to Same.*

No. 453, 454, 465, 469, 471, 495, 537, 544, 580, 604, 636, 641, 652, 658, 687, 704, 706, 724, 740, 741, 742 763, 776, 782, 816, 819½, 821, 826, 843, 861, subject to right of way for Erie and Kalamazoo railroad. No improvements on lots bounded by Swan creek to be made beyond water's edge. Deeded in consideration of a partition of Port Lawrence by quit-claim.

Dated Sept. 16, 1837. Acknowledged, Aug. 22, 1838. Lodged for record, June 18, 1839. Recorded, July 2, 1839. These lots are "$\frac{1}{16}$ of the residue" spoken [of] in the deed above.

*Oliver and Williams and their wives to Lot Clark.*

No. 20, 150, 269, 347, 250, 193, 351, 352, 353, 149, 160, 300, 55, 258, 308, 29 feet of the lower or easterly side of 387, No. 388, 19 feet of the upper or westerly side of 389, subject to right of way for Erie and Kalamazoo railroad and Water street; rights of ferriage reserved to the proprietors. These being the lots assigned to Lot Clark, at sub-partition of the lots assigned to Oliver at a partition made by the proprietors in 1835, and in pursuance of Clark's purchase of an undivided interest before described.

Simple quit-claim, dated Sept. 16, 1837; acknowledged August 22, 1838; lodged for record June 18, 1839; recorded, July 2, 1839.

*Same to Same.*

In pursuance of the same contract, No. 458, 470, 487, 487½, 511, 519, 529, 543, 549, 556, 565, 599, 635, 672, 688, 701, 721, 732, 756, 762, 774, 783, 791, 806, 814, 837, 865, subject to right of way of Erie and Kalamazoo railroad. On lots bounded by Swan creek, no improvements to be made beyond water's edge; rights of ferriage reserved to proprietors; buildings not to be erected, according to a rule established by proprietors.

In consideration of partition, simple quit-claim, dated Sept. 16, 1837; acknowledged August 22, 1838; lodged for record, June 18, 1839; recorded, July 4, 1839.

*Oliver and wife to Philander Raymond.*

$\frac{1}{3\frac{1}{2}}$ part of tracts 1 and 2, in pursuance of the sale before described, dated May 20, 1836; covenants that they have done nothing by which the title to Raymond can be frustrated, and to warrant and defend against all persons claiming by, from, or through Oliver and wife, or under them.

Acknowledged May 2, 1836; lodged for record, May 28, 1836; recorded, May 30, 1836.

*Oliver and Williams and their wives to Raymond and Mott.*

Lower or easterly $\frac{1}{3}$ part of No. 14, fronting 20 feet on Summit street, No. 217, 282, 325, 326, 327, 324, 261, 209, 190, and 16 feet lower side of 380, 28 feet upper side of 381, in fee simple.

Consideration of partition, mere quit-claim, dated Sept. 16, 1837; acknowledged August 22, 1838; lodged for record June 18, 1839; recorded, June 28, 1839.

*Same to Same.*

No. 435, 443, 463, 510, 542, 562, 605, 608, 744, 780, 795, 819, 862, subject to right of way for Erie and Kalamazoo railroad. No improvement to be made on lots bounded by Swan creek, beyond the water's edge; reserving rights of ferriage.

In consideration of partition, deed in fee simple, and mere quit-claim, dated Sept. 16, 1837; acknowledged, August 22, 1838; lodged for record June 18, 1839; recorded June 29, 1839.

*Oliver and Williams and their wives to James Myers.*

No. 448, 481, 534, 594, 618, 648, 659, 668, 727, 736, 752, 786, 831, 841, subject to right of way for Erie and Kalamazoo railroad. On lots bounded by Swan creek, no improvements to be built beyond water's edge.

Simple quit-claim, dated Sept. 16, 1837; consideration expressed $100; acknowledged, August 22, 1838; lodged for record, June 18, 1839; recorded, July 2, 1839. Myers was assignee of Stephen B. Comstock of the premises.

*Oliver and Williams and their wives to Henry W. Hicks.*

No. 475, 491, 455, 60 feet off the east end of 445, 505, 620, 540, 558, 553, 572, 573, 576, 589, 643, 628, 627, 690, 709, 684, 612, 758, 767, 773, 810, 808½, 824, 856, 857, 698, 494, 440, 444, 524, 522, 554, 551, 574, 579, 600, 638, 629, 626, 749, 712, 720, 768, 790, 803, 838, 842, 867, 702, 703, 730, 731, 733, 518, 520, 567, 708, 771, 779, 845, an undivided $\frac{808}{1000}$ parts of 431, of 432, and of 433, consideration expressed, $2,667. On lots bounded by Swan creek, no improvements to be made beyond water's edge. No building to be erected on 445, nearer than 20 feet to each end; reserving rights of ferriage to proprietors, dated Sept. 16, 1837; covenants of lawful seizin, right to convey, freedom from encumbrances, and general warranty; acknowledged, August 22, 1838; lodged for record, June 18, 1839; recorded, July 9, 1839. The above deeds are for company shares, to the original purchasers and their assignees, after the partitions described in book Y. The following lots are retained by Oliver: No. 1, upper ½ of No. 2, ⅓ of 14, 29, part of 42, 65, 114, 115, 143, 147, 179, 191, 208, 218, 229, 238, 243, 245, 248, 283, 291, 320, 321, 322, 346, 348, 357, 373, lower side of 385, 386, 387, 457, 462, 464, upper ½ of 482, ½ of 482½, 488, 496, 504, 506, 531, 532, 568, 571, 583, 587, 602, 619, 623, 624, 639, 656, 661, 675, 676, 677, 692, 696, 707, 710, 713, 716, 753, 764, 775, 793, 794, 798, 799, 809, 828, 836, 848, 849, 858.

*Oliver's quit-claim to president and directors of Erie and Kalamazoo Railroad Co.*

In consideration that they would build a railroad across his land, in P. Lawrence township, he granted them the right of way through said land, and of using timber and other materials, within the limits prescribed by the charter of said road, necessary for the construction of the same, (*Trobin drun.*) to them and their successors forever.

Dated, Dec. 8, 1834; acknowledged same day; lodged for record, May 19, 1840; recorded, June 3, 1840.

The following deeds are for individual lots sold, as distinguished from sales of company shares:

*Upper end of No.* 2.—Deeded by Oliver and wife to G. W. Card, in fee simple. Covenants of legal ownership, right to sell and convey, and general warranty; dated August 5, 1835; acknowledged same day; lodged for record, May 3, 1838; recorded May 19, 1838.

*No.* 3.—Deeded by Oliver and wife to G. W. Card, in fee simple. Covenants of legal ownership, right and authority to convey, and general warranty; dated August 5, 1835; acknowledged same day; lodged for record, May 1838; recorded May 9, 1838.

*No.* 4.—Deeded by Oliver and wife to G. W. Card, in fee simple, with covenants of legal ownership, right to convey, and general warranty; dated August 5, 1835; acknowledged same day; lodged for record, May 3, 1838; recorded May 9, 1838.

*No.* 11.—Deeded by Oliver and wife, pr. Stephen B. Comstock, to John Baldwin in fee simple, with a covenant of general warranty; dated July 13, 1833; consideration expressed $25 00; acknowledged July 1, 1836; lodged for record Feb. 11, 1837; recorded Feb. 14, 1837.

*No.* 31, 32, 9, and so much of No. 10, as had not been conveyed to Willard J. and Munson H. Daniels, 33½ feet more or less on Erie street, together with all improvements on the premises; deeded by Oliver and wife to president, directors and company of bank of Michigan, assignee of Heman Walbridge, assignee of William P. Daniels, in fee simple, with covenants of lawful seizin, freedom from incumbrances, and general warranty; dated June 14, 1839; acknowledged by Oliver same day; acknowledged again by Oliver and by his wife, June 26, 1839; lodged for record August 2, 1839; recorded August 13, 1839.

*Part of lot No.* 10.—Lying on the northerly side of Erie street, commencing at the most southerly corner of lot No. 11, and running thence southerly along the line of said street, 26½ feet to the westerly corner of No. 11; then along the line of said lot, to the place of beginning. Deeded by Oliver and wife to Willard J. and Munson H. Daniels, in fee simple.

Consideration expressed $25; covenants of lawful seizin, right to sell and convey, freedom from incumbrances, and general warranty; dated, April 2, 1834; acknowledged 6th May, 1837; lodged for record, 13 May, and recorded 17th May, 1837.

*No.* 21.—Deeded by Oliver and wife to Joseph W. Turner.

Consideration expressed $300; covenants of lawful ownership, right to sell and convey, and general warranty; dated, Sept. 15, 1836; acknowledged 19th Sept., 1836; lodged for record, Nov. 4, recorded, Nov. 8, 1836.

*No.* 127, and 12º.—Deeded by Oliver and Williams and their wives to Stephen Thorn, in fee simple, with covenants of lawful seizin in fee simple, freedom from incumbrances, and general warranty; dated August 20, 1838; acknowledged August 22, 1838; lodged for record, July 19, 1839; recorded, July 23, 1839.

*No.* 267, and 290.—Deeded by Oliver and wife to Noah A. Whitney, assignee of Sanford L. Collins, assignee of Platt Card, in fee simple; consideration expressed $900. Oliver covenants that he has good and authority to sell and convey, and to warrant and defend against the lawful claims of all persons; dated Oct. 10, 1839; acknowledged same day; lodged for record, Jan'y 6, and recorded, Jan'y 24, 1840.

*No.* 210.—being the northwestwardly lot of the two bearing that number. Deeded by Oliver to Myron H. Tilden, assignee of Richard Mott, assignee of S. B. Comstock, assignee of Platt Card, in fee simple, with covenants of seizin, freedom from incumbrances, and general warranty; dated Sept. 3, 1839; acknowledged Sept. 23, 1839; lodged for record, January 13, 1840; recorded, January 27, 1840.

*No.* 22.—Deeded by Oliver and wife to James M. Whitney, assignee of Geo. Burnett, in fee simple, with covenants that Oliver has lawful title, right to sell and convey, and general warranty; dated, August 5, 1835; acknowledged same day; lodged for record, Nov. 30, 1836; recorded Dec. 2, 1836; consideration expressed $25.

*No.* 19.—Deeded by Oliver and wife to Morris Sleight, assignee of Platt Card, assignee of Willard, in fee simple; consideration expressed $50, and Morris to pay up delinquent tax claims; covenants of lawful ownership, right to convey, and general warranty; dated Oct. 10, 1839; acknowledged same day; lodged for record, Sept. 30, 1840; recorded Oct. 12, 1840.

*No.* 17, 18, 23, *and* 24.—Deeded by Oliver and wife to Platt Card, assignee of Philo Bennet, in fee simple, with covenants of lawful ownership, right to sell and convey, and general warranty; dated August 5, 1835; acknowledged same day; lodged for record, June 2, 1837; recorded June 5, 1837.

22 feet fronting on Swan street, of northeastwardly end of *of lot No.* 35.—Deeded by Oliver and wife unto the "legal heirs of Baxter Bowman, deceased," (being that part of the lot on which the house was erected by Zadock and Baxter Bowman,) assignee of David B. Mooney, in fee simple; covenants of lawful seizin, freedom from incumbrances, and general warranty; dated June 22, 1839; acknowledged by Oliver same day, and by Eliza his wife, the 26th day of June, 1839; lodged for record, July 16, and recorded July 23, 1839.

*No.* 41.—20 feet width, extending from southwest side of 42, extending 120 feet from Ontario street, to an alley in the rear No. 43, 37, 38, 39.—Deeded by Oliver to Coleman J. Keeler; consideration expressed $950, in fee simple, with covenants of seizin, right to convey, freedom from incumbrances, and general warranty; dated, July 27, 1836; acknowledged same day; lodged for record 17th, and recorded 21st day of Oct. 1836. Oliver's wife did not join in this deed.

*No.* 53, *and* 71.—Deeded by Oliver and wife to Andrew Palmer, assignee of Peter Palmer, assignee of Abijah Noyes, in fee simple, with covenants of lawful seizin in fee simple, right to convey, freedom from incumbrances, and general warranty; dated, July 19, 1836; acknowledged same day; lodged for record 12th, and recorded 14th, day of Oct. 1837.

*No.* 58.—Deeded by Oliver and wife to Job Baudet, in fee simple, with covenants of lawful seizin in fee simple, and general warranty; consideration expressed $75; dated July 12, 1834; acknowledged March 9, 1838; lodged for record 4th May, 1835; and recorded, Monroe Co. Michigan; lodged for record April 12, 1838; recorded April 16th, 1838; Lucas Co. O.

*No.* 67.—Deeded by Oliver and wife per S. B. Comstock, their attorney, to consideration expressed of $100; covenants of lawful seizin, in fee simple, right to convey, freedom from incumbrances, and general warranty, (grantees left out of the ab-

stract by mistake,) dated May 24, 1834; lodged for record, July 25, 1836; recorded July 27, 1836.

*Westerly ½ of No. 72.*—Deeded by Oliver to the "heirs and legal representatives of Wm. M. Comstock, deceased," in fee simple, with covenants of lawful seizin, freedom from incumbrances, and general warranty; consideration expressed, "certain improvements;" dated Sept. 20, 1837; acknowledged Sept. 21, 1837; lodged for record Oct. 13, 1838; recorded Oct. 27, 1838. Oliver's wife did not join in this deed.

*No.* 84.—Deeded by Oliver to Calvin Comstock, in fee simple, with a covenant that he is well seized, as of a good and indefeasible estate in fee simple, has good right to convey, freedom from incumbrances, and general warranty; date, blank; acknowledged, April 26, 1837; lodged for record, Feb. 19, 1839; recorded Feb. 23, 1839.

*No.* 88, *and* 20 *ft.* in width of the southwest side of No. 89, one hundred feet in width on Water street, commencing on the south line of Water street, 120 northeasterly from the intersection of the said line of Water street, with the easterly line of Jefferson street, thence northeasterly along the said line of Water street, 100 feet, and extending said 100 feet in width back to the navigable waters of the Maumee river. Deeded by Oliver and wife to Willard J. and Munson H. Daniels, August 5, 1835. Oliver covenants that he is the true and lawful owner, has good right, full power and lawful authority to sell and convey, together with a covenant of general warranty; lodged for record, July 30, 1836; recorded August 2, 1836.

*No.* 117.—Deeded by Oliver and wife to Edward Bissel, in fee simple, August 5, 1835; with covenants of lawful ownership, right to sell and convey, and general warranty; acknowledged August 5, 1835; lodged for record, Sept. 26, and recorded Sept. 27, 1837.

*No.* 153.—Deeded by Oliver and wife to Charles G. Keeler, assignee of Wm. H. Bush, assignee of John Goettel and Charles G. McKnight, assignee of Asa D. Reed, and Abijah Noyes, assignee of Jacob Clark, assignee of Philo Bennet, in fee simple; covenants of lawful seizin, freedom from incumbrances, and general warranty; dated June 19, 1839; acknowledged by Oliver same day, and by his wife, June 26, 1839; lodged for record, July 17, 1839; recorded July 23, 1839.

*Northeasterly ½ of No.* 222, fronting 30 feet on Huron street. Deed by Oliver and wife to Platt Card, assignee of Wm. Ritter, in fee simple, with covenants of lawful ownership, right to convey, and general warranty; dated August 5, 1835; acknowledged same day; lodged for record June 2, 1837; recorded June 5, 1837.

*No.* 273.—Deeded by Oliver and wife to Richard Foster, with covenants of lawful ownership, right to sell and convey, and general warranty; dated August 5, 1835; acknowledged same day; lodged for record, Oct. 26, recorded Oct. 27, 1836.

*No.* 278 *and* 279.—Deeded by Oliver and Williams, and their wives, to Wm. Fassey, in fee simple; consideration $200, with covenants of seizin, freedom from incumbrances, and general warranty; dated August 20, 1838; acknowledged August 22, 1834; lodged for record, Sept. 10, and recorded Sept. 11, 1839.

*No.* 334.—Deeded by Wm. Oliver to Cha's G. Keeler, in fee simple, with covenants of lawful seizin in fee simple, and covenant of general warranty; dated May 11, 1837; acknowledged same day by Oliver; lodged for record, May 20, 1837; and recorded May 26, 1837; acknowledged June 26, 1839, by Eliza Oliver, wife of Wm. Oliver, and lodged for record second time, July 8, 1839; recorded July 19, 1839.

*No.* 236.—Deeded by Oliver and Williams, and their wives, to Michael Conner, in fee simple; consideration $150, with covenants of seizin, freedom from incumbrances, and general warranty; dated August 20, 1838; acknowledged August 22, 1838; lodged for record November 21, and recorded December 13, 1839.

*No.* 101, 102.—Upper ½ of 103 being 100 feet on Erie street, and extending same width to the river, to the line for wharfing that might thereafter be established by the proprietors, reserving the right of way for Water street, and rights of ferriage; deeded by Oliver and wife to Hezekiah D. Mason, August 17, 1835; consideration expressed 1 dollars; conveyance in fee simple, with covenants of lawful ownership, right to convey, and general warranty; dated August 17, 1835; acknowledged same day; lodged for record April 22, and recorded April 25, 1836.

*No.* 335.—Oliver and wife to Mrs. Harriet Daniels; consideration expressed 1 dollar, and as a compliment for her's being the first marriage in Toledo; covenants of lawful ownership, right to convey, and general warranty; dated August 8, 1835; acknowledged August 8, 1815; lodged for record July 25, 1836, and recorded July 26, 1836.

*No.* 67.—Deeded by Oliver and wife to Francis Augustus Lobret, in fee simple; consideration expressed $100; covenants of seizin, right to convey, freedom from incumbrances, and general warranty; dated May 24, 1834; acknowledged July 18, 1834; lodged for record July 25, and recorded July 27, 1836.

*No.* 406, *and* 407, *and upper* ½ *of* 408.—Oliver and wife deeded to Wm. P. and Willard J. Daniels. Oliver covenants that he is the true and lawful owner, has good right and full power to sell and convey, and will warrant and defend the premises against the lawful claims of all persons whatsoever; dated August 5, 1835; acknowledged same day; lodged for record, July 30, and recorded August 2, 1836. "Commencing on the easterly side of Monroe street, at its intersection with the southerly line of Erie street, thence north 33° east sixty feet, and extending back said sixty feet in width, at right angles with Erie to Water street;" and also another piece, "commencing on the easterly line of Monroe street,

at its intersection with the southerly line of Water street, thence 33° east 60 feet, and extending back said 60 feet in width to the navigable water of Maumee river;" also an undivided ½ of lot No. 12, deeded by Oliver and wife to Charles Noble, in fee simple, with covenants of lawful seizin in fee simple, right to convey, freedom from incumbrances, and general warranty; consideration expressed $200; dated July 24, 1834; acknowledged Oct. 3, 1834; lodged for record in Monroe county, Michigan, and recorded Dec. 12, 1834; lodged for record in Lucas county, O., Nov. 4, and recorded Nov. 7, 1836.

*No.* 77, 233.—Deeded by Oliver and wife to Levi Sears, assignee of Platt Card, in fee simple; consideration expressed $500; covenants of lawful ownership, and seizin in fee simple, freedom from incumbrances, and general warranty; dated Feb. 11, 1839; acknowledged Feb. 12, 1839; lodged for record, March 6, 1839; recorded March 12, 1839.

*No.* 164, 242, 274, 292.—Deeded by Oliver and wife to Solon Corning, assignee of Platt Card, in fee simple; covenants of lawful seizin in fee simple, right to sell and convey, and general warranty; dated Sept. 30, 1839; acknowledged by Oliver same day, and by his wife, Oct. 11, 1839; lodged for record, Feb. 6, 1840; recorded Feb. 13, 1840.

*No.* 382, 381, 383—fronting on Water street 80 feet, and on Maumee river 80 feet, 8 feet of which to be taken from the lower side of No. 381, 40 feet from 382, 32 feet from upper side of lot 383. Leased by M. T. Williams to Garrit D. Palmer, seven years from August 1, 1839; Palmer, to pay rent for 1st and 2nd years, $300 per annum; for 3rd and 4th years, $350, per annum; for 5th, 6th, and 7th years, $450 per annum. All to be paid semi-annually on the 1st August and 1st Feb. each year; Palmer to dock out and wharf the premises in the manner the lot on the easterly corner of Monroe and Water streets is now docked and wharfed; the wharf to extend to the line established by proprietors for wharfing, and well filled in by earth taken from other side Water street, immediately opposite the premises leased; Palmer having erected, since August 1, 1839, on the premises, a warehouse, which he now occupies, it is agreed by Williams and Palmer that, at the expiration of the term, Williams will pay Palmer its value, to be appraised by three disinterested men to be mutually selected, or suffer it to be removed, leaving the wharf and lot filled in, in a good condition. The warehouse not to be removed till rent is all paid, and stipulations of lease complied with. In case Williams should elect to take the warehouse, the price to be paid for it to be a lien on the premises. In case Palmer fails to pay rent, or fulfil any stipulations in the lease, for 30 days after it should have been done, and after having had 30 days' notice, Williams may enter upon the premises, expel him and annul the lease. Lease signed and sealed by both parties. Acknowledged by both, Nov. 24, 1840; lodged for record, Dec. 19, and recorded December, 29, 1840.

The above are all the deeds found on record in Lucas county, Ohio, from Oliver and Williams, or either of them, for any part of tracts 1 and 2; in most instances, there were contracts previous to the deeds, and the consideration expressed in the deeds is often formal only, and not to be relied on. There are a few, and but a few, deeds for parts of the premises in controversy, on record in Monroe county, Michigan, and not recorded in Lucas county, Ohio. These have not been obtained. An arrangement was made when at Toledo, with the consent of the parties present there, and their counsel, with the recorders of Lucas and Monroe counties respectively, to make abstracts of all deeds and other writings on record, touching any part of the premises in controversy, and forward the same, at the earliest day practicable, to the master at Columbus. These would have enabled him to comply with several requisitions of Oliver and Williams, concerning the conveyances by their alienees, and the present ownership of the property by them conveyed. For some cause unknown, and very much against the expectations formed, the abstracts have not arrived. The above statements are taken from abstracts made from the records of Lucas county, previous to the arrangement spoken of. All the contracts for sale of individual lots, that have been found, are herewith filed, in bundles marked D and X; the latter contains contracts for lots on which no deeds have been made. See deposition of John Fitch, esq. In the absence of the abstracts, any account that can be given of sales and conveyances, beyond those of Oliver and Williams, must necessarily be so incomplete as to render it not worth while to attempt complying with the requisitions on that point at all.

The following is a table of the foregoing deeds, arranged in the order of their dates:

| | |
|---|---|
| 1833. | |
| July 13 | To John Baldwin. |
| 1834. | |
| April 2 | " W. J. & Munson H. Daniels. |
| May 24 | " Grantees' name omitted in the abstract. |
| " | " Francis Augustus Labret. |
| July 12 | " Job Baudet. |
| 24 | " Charles Noble. |
| Dec. 8 | " Railroad company. |
| July 6 | " Edward Bissel. |
| " | " Isaac S. Smith. |
| " | " S. B. Comstock. |
| " | " Isaac S. Smith, in trust, &c. |
| 1835. | |
| Aug. 5 | " G. W. Card. |
| " | " Edward Bissel. |
| " | " James M. Whitney. |
| " | " Platt Card. |

| | |
|---|---|
| 1835. | |
| Aug. 5 | To W. J. & Munson H. Daniels. |
| " | " Richard Foster. |
| " | " Platt Card. |
| " | " G. W. Card. |
| " | " " |
| " | " Wm. P. & W. J. Daniels. |
| 8 | " Harriet Daniels. |
| 17 | " H. D. Mason. |
| Nov. — | " M. T. Williams. |
| Nov. 26 | " Charles W. Lynde. |
| 1836. | |
| May 20 | " Philander Raymond. |
| July 19 | " Andrew Palmer. |
| 27 | " Coleman J. Keeler. |
| Sept. 15 | " Joseph W. Turner. |
| 1837. | |
| April 26 | " Calvin Comstock. |
| May 11 | " Charles G. Keeler. |
| Sept. 16 | " Henry W. Hicks. |
| " | " S. B. Comstock. |
| " | " M. T. Williams. |
| " | " Edward Bissel. |
| " | " Pratt & Taylor. |
| " | " Charles W. Lynde. |
| " | " Lot Clarke, 2 deeds this date. |
| " | " James Myres. |
| " | " Raymond & Mott, 2 deeds this date. |
| 20 | " Representatives of Wm. M. Comstock. |
| 1838. | |
| Aug. 20 | " Stephen Thom. |
| " | " Michael Connor. |
| " | " Wm. Fassey. |
| 1839. | |
| June 14 | " Bank of Michigan. |
| 19 | " Chas. G. Keeler. |
| 22 | " Heirs of Baxter Bowman. |
| Sept. 3 | " M. H. Tilden. |
| 30 | " Solon Corning. |
| Oct. 10 | " Noah A. Whitney. |
| " | " Morris Sleight. |
| Feb. 11 | " Levi Sears. |
| 1840. | |
| Nov. 24 | " Lease by Williams to Palmer. |

*The following is an account of moneys received from sales of company shares in tracts* 1 *and* 2, *and interest on the same down to July* 5, 1841.

| | | | |
|---|---|---|---|
| 1834. | | | |
| May 8 | Sale to Edward Bissel, and money received | $4,500 | |
| | Interest from date to July 5, 1841, 7 years, 1 month, 27 days | 3,006 50 | |
| 1834. | | | $7,506 50 |
| October 17 | Sale to Smith and Macy, paid this date | 1,000 | |
| | Interest to July 5, 1841, 6 years, 8 months, 18 days | 403 | |
| 1835. | | | |
| July 1 | Balance from Smith and Macy | 3,090 | |
| | Interest to July 5, 1841, 6 years, 4 days | 1,114 46 | |
| 1834. | | | 5,607 46 |
| October 17 | Sale to Pratt and Taylor, paid this date | 1,000 | |
| | Interest to July 5, 1841, 6 years, 8 months, 18 days | 403 | |
| 1835. | | | |
| July 1 | Balance from Pratt and Taylor | 3,090 | |
| | Interest to July 5, 1841, 6 years, 4 days | 1,114 46 | |
| 1835. | | | 5,607 46 |
| June 30 | Sale to Lynde and Raymond | 3,000 46 | |
| | Interest to July 5, 1841, 6 years, 5 days | 1,082 66 | |
| 1836. | | | |
| June 1 | Balance from Lynde and Raymond | 5,999 54 | |
| | Interest to July 5, 1841, 6 years, 5 days | 2,163 73 | |
| | | | 12,246 39 |
| | Interest on last item from June 30, 1835. | | |
| 1835. | | | |
| Sept'r 12 | Sale to Lot Clark | 9,000 | |
| | Interest from 1st January, 1836, to July 5, 1841, 5 years, 6 months, 4 days | 2,970 | |
| 1836. | | | 11,970 00 |
| May 6 | Sale to Philander Raymond | 5,112 50 | |
| | Interest to July 5, 1841, 5 years, 1 month, 27 days | 1,581 31 | |
| | | | 6,693 81 |
| | Whole amount received in money and interest | | $49,631 62 |

| | | | |
|---|---|---|---|
| | Besides the amount received in money, S. B. Comstock paid for his purchase by improvements, as provided and stipulated in the contract, and Edward Bissel paid a part for his purchase to Comstock, to be expended in improvements, as follows: | | |
| 1832. | | | |
| Sept. 19 | Sale to S. B. Comstock, paid in improvements - - - - - - - - - | $1,250 | |
| | Interest to July 5, 1841, 9 years, 9 months, 16 days - - - - - - - - | 734 58 | |
| 1834. | | | $1,984 58 |
| May 8 | Sale to Edward Bissel, paid to Comstock to be expended in improvements - - - - - - | 2,500 | |
| | Interest to July 5, 1841, 7 years, 1 month, 27 days - - - - - - - - | 1,073 75 | |
| | | | 3,573 75 |
| | | | $5,558 33 |

NOTE.—Oliver, in his deposition, says, the sales of company shares have all been paid up, except the last instalment on Philander Raymond's; and in his account of sales, he treats that as paid, so far as tracts 1 and 2 are concerned. They have, therefore, all been stated paid above. On the back of Philander Raymond's agreement, is a receipt for $112 50 more than Oliver has charged himself with in his account of sales. This has been added above to the $5,000 of said payment, which Oliver applied to tracts 1 and 2. In Oliver's account of sales, he states that no cash has been received of Edw'd Bissel. But in consequence of the statement in his deposition, it is stated paid above. Bissel's deposition also states full payment has been made. There is, probably, some explanation touching the payment of Bissel's contract, which I did not get when I received the papers.

*The following is an account of moneys received from sales of individual lots by the company, as distinguished from sales of company shares. This statement is based upon book Y, to which reference is made in the several charges. It relates exclusively to sales in tracts 1 and 2.*

| | Y Page | | | | |
|---|---|---|---|---|---|
| 1837. August 1 | 45, 55 | Moneys received by S. B. Comstock for sales | $7,770 97 | | |
| | 62 | Do Andrew Palmer | 15,358 45 | | |
| | 30 | Do Edw'd Bissel for No. 117 | 200 00 | | |
| | | | | $23,329 42 | |
| | 62 | Interest on amount received by Comstock from several dates to August 1, 1837 | 664 81 | | |
| | | Do do Palmer | 1,313 30 | | |
| | 30 | Do do Bissel | 42 50 | | |
| | | | | 2,020 61 | |
| | | Interest on $23,329 42 from August 1, 1837, to July 5, 1841—3 y. 11 m. 4 ds. | | 5,497 06 | |
| 1838. February 7 | 32 | Cash of Wm. C. Blodgett, paid Brown | 47 50 | | |
| | | Interest to July 5, 1841—3 y. 4 m. 28 ds. | 9 72 | | |
| | | | | 57 22 | |
| May 22 | " | Do do cash of Blodgett | 101 94 | | |
| | | Interest to July 5, 1841—3 y. 1 m. 13 ds. | 19 07 | | |
| | | | | 121 01 | |
| " 7 | 42 | Cash paid by Raymond pr. Mott | 130 00 | | |
| | | Interest on same to July 5, 1841—3 y. 1 m. 28 ds. | 24 70 | | |
| | | | | 154 70 | |
| " 1 | 25 | Cash paid by Michael Conner | 44 49 | | |
| | | Interest to July 5, 1841—3 y. 2 m. 4 ds. | 8 48 | | |
| | | | | 52 97 | |
| " 28 | 12 | Cash paid by Wm. Fassey | 18 | | |
| | | Interest to July 5, 1841—3 y. 1 m. 7 ds. | 03 | | |
| | | | | 21 | |
| June 14 | 31 | Cash paid by Wm. P. Daniels | 1,259 61 | | |
| | | Interest to July 5, 1841—3 y. 21 ds. | 231 13 | | |
| | | | | 1,490 74 | |
| October 29 | 15 | Cash paid by Platt Card, pr. Levi Sears | 577 17 | | |
| | | Interest to July 5, 1841—2 y. 8 m. 6 ds. | 52 92 | | |
| | | | | 670 09 | |

| | | | | | | |
|---|---|---|---|---|---|---|
| 1839. | June | 14 | 49 | Cash paid by Bank of Michigan | $1,333 76 | |
| | | | | Interest to July 5, 1841—2 y. 21 ds. | 164 71 | |
| | | | | | | $1,498 47 |
| | " | 19 | 37 | Cash of Chas. G. Keeler, assignee of J. Clark | 354 00 | |
| | | | | Interest to July 5, 1841—2 y. 16 ds. | 43 42 | |
| | | | | | | 397 42 |
| | " | 20 | 49 | Cash of Wm. C. Blodget | 60 00 | |
| | | | | Interest to July 5, 1841—2 y. 15 ds. | 7 35 | |
| | | | | | | 67 35 |
| | Sep't | 30 | 91 | Cash paid by Solon Corning | 350 00 | |
| | | | | Interest to July 5, 1841—1 y. 9 m. 5 ds. | 37 04 | |
| | | | | | | 387 04 |
| | October | 28 | 91 | Cash paid Oliver by W. J. Daniels, pr. J. Fitch, esq. | 150 00 | |
| | | | | Interest on same to July 5, 1841—1 y. 8 m. 7 ds. | 15 17 | |
| | | | | | | 165 17 |
| | Nov. | 21 | 91 | Cash paid by Wm. C. Blodget on lot No. 36 | 70 88 | |
| | | | | Interest to July 5, 1841—1 y. 7 m. 14 ds. | 6 89 | |
| | | | | | | 77 77 |
| | January | 2 | 91 | Cash paid by Noah H. Whitney on lots | 200 00 | |
| | | | | Interest to July 5, 1841—1 y. 6 m. 3 ds. | 18 10 | |
| | | | | | | 218 10 |
| | " | 3 | 91 | Cash paid Oliver by Edward Bissel | 4 00 | |
| | | | | Interest to July 5, 1841—1 y. 6 m. 2 ds. | 36 | |
| | | | | | | 4 36 |
| 1837. | August | 1 | 47 | A. Palmer, short addition | 5 00 | |
| | | | | Interest to July 5, 1841—3 y. 11 m. 4 ds. | 1 17 | |
| | | | | | | 6 17 |
| | June | 24 | 12 | Cash of Wm. Fassey | 56 00 | |
| | | | | Interest to July 5, 1841—4 y. 11 ds. | 13 54 | |
| | | | | | | 69 54 |
| 1836. | June | 24 | 12 | Cash of Wm. Fassey | 53 00 | |
| | | | | Interest to July 5, 1841—5 y. 11 ds. | 15 99 | |
| | | | | | | 68 99 |
| | | | | | | 36,345 43 |

## STATEMENT.—Continued.

| | Y—Page | | | | |
|---|---|---|---|---|---|
| 1835. | | Received by Oliver on lot 13, sold to Palmer, $300—interest 6 y. 1 m. 4 ds. | $109 70 | $409 70 | |
| 1840. June | | Do. on ½ of lot 14, sold to Keeler, $206—interest 1 y. 5 ds. - | 12 53 | 218 53 | |
| | | | | | $627 53 |
| | | | | 627 53 | |
| | | | ☞ | 628 23 | 36,972 87 |

NOTE.—Last item to be corrected by Fitche's deposition—add 70 cts. below in general account.

*The following is an account of the moneys due and outstanding for sale of lots on tracts* 1 *and* 2. *This statement, like the foregoing, is based on book Y, to which reference is made opposite the various sums.*

| | | Y. | | | |
|---|---|---|---|---|---|
| 1834. February | 27 | 6 | Geo. Bennet paid S. B. Comstock, or else is unpaid | $75 00 | |
| | | | Interest to July 5, 1841—7 y. 4 m. 8 ds. | 33 10 | |
| | | | | | $108 10 |
| July | 7 | 21 | Platt Card's note to Wm. Oliver, or order, this date, due three years from date, for sale 21 | 770 40 | |
| | | | Interest from time when due to July 5, 1841—3 y. 11 m. 28 ds. | 184 63 | |
| | | | | | 955 03 |
| 1835. June | 2[illegible] | 34 | Two notes, this date, payable to the order of Wm. Oliver, for sale No. 34, one payable two years from date, for | 1,512 00 | |
| | | | One payable three years from date, for both signed James Rawles. | 1,431 00 | |
| | | | Interest on $1,512, from time when due to July 5, 1841—4 y. 13 ds. | 366 15 | |
| | | | Interest on $1,431, from time due to July 5, 1841—3 y. 13 ds. | 260 68 | |
| | | | | | 3,569 83 |
| 1836. | | 93 | 1835, *July* 18, fo. 30. Due on 117, sold to Edward Bissel | 200 00 | |
| | | | Interest to July 5, 1841—6 y. 11 m. 17 ds. | 83 56 | |
| | | | | | 283 56 |
| July | 29 | 33 | C. J. Keeler's note this date, due 10 mos. date, payable to Port Lawrence Company, to the order of Daniels & Goettel, and endorsed by them | 318 00 | |
| | | | Interest from time when due to July 5, 1841—4 y. 1 m. 6 ds. | 78 22 | |
| | | | | | 396 22 |
| | | 93 | 1835, due on lot sold Palmer, $900; interest $329 10 = 1,229 10. | | |
| August | 3 | 44 | Due on lot No. 7, sold to Daniel Bane | 1,025 21 | |
| | | | Interest to July 5, 1841—4 y. 11 m. 2 ds. | 302 74 | |
| | | | | | 1,327 95 |
| Novem'r | 18 | 26 | Due on lot 235, sold to Douglass Ottinger | 28 18 | |
| | | | Interest to July 5, 1841—4 y. 7 m. 17 ds. | 7 82 | |
| | | | | | 36 00 |
| 1838. May | 7 | 41 | Due on lots 135 and 136, sold to Philander Raymond | 757 00 | |
| | | | Interest on same to July 5, 1841—3 y. 1 m. 28 ds. | 143 57 | |
| | | | | | 900 57 |
| 1839. June | 14 | 31 | Due on lots 132, 133, 44, 234, 240, 241, part of sale No. 31, to Wm. P. Daniels | 572 68 | |
| | | | Interest to July 5, 1841—2 y. 21 ds. | 70 72 | |
| | | | | | 643 40 |

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## STATEMENT.—Continued.

| | | | Y. | | | | |
|---|---|---|---|---|---|---|---|
| 1839. | June | 19 | 37 | Due on lots Nos. 151, 141, sold to Jacob Clark and Philo Bennett | | $810 00 | |
| | | | | Interest to July 5, 1841—2 y. 16 ds. | | 99 42 | |
| | | | | | | | $909 42 |
| 1840. | | | 93 | 1840, June. Due on one-third [of] 14, sold to Keeler, $400, interest $12 53. | | | |
| | January | 2 | 15 | Due on lots sold Platt Card, per account in book Y, page 15 | $2,001 77 | | |
| | | | | Interest to July 5, 1841—1 y. 6 m. 5 ds. | 181 82 | | |
| | | | | | | 2,183 59 | |
| | | | | From this sum deduct [the] following sums paid on lots included in this account, and credited, fo. 35 Y, and charged in account for cash received, but not credited on fo. 15, viz: | | | |
| 1836. | June | 22 | 35 | By 3d instalment on 127 and 129 | 228 00 | | |
| | | | | Interest to July 5, 1841—5 y. 13 ds. | 68 88 | | |
| 1837. | June | 22 | 35 | By 4th instalment on 127 and 129 | 214 00 | | |
| | | | | Interest to July 5, 1841—4 y. 13 ds. | 51 82 | | |
| | | | | | | 562 70 | |
| | | | | | | | 1,620 89 |
| | | | | | | | 10,750 97 |
| | | | | There is a note which makes part of the sum due on lots sold Platt Card, dated March 30, 1835, due three years from date, for $160, given by Isaac Street to Card, and endorsed by him. This note, when collected, is to apply on lot No. 16, as may be seen by reference to the contract | | | 1,641 63 |
| | | | | Interlineations added | | | $12,392 60 |

In stating the expenditures for tracts 1 and 2, a good deal of embarrassment has been felt. A good many of the items of expenditure are such as cannot be very well considered permanent and valuable improvements; yet these expenditures were, doubtless, entered into in good faith, to enhance the value of the property. Those that I have inserted in the accounts below, did, in all probability, produce the effect designed; but it is unseen and intangible, and, from the nature of the case, exists only in idea. I refer to the various charges for money expended in printing and establishing a printing press, building and repairing of roads running to and from the property, but not on it, expenses incurred in bringing the line of stages through Toledo, &c. &c. The items will be readily selected by a reference to the account; I have supposed it the best way, under all the circumstances, to report these charges among the expenditures for improvements. As the nature of each is sufficiently specified in the account, and the object of them explained in the depositions of Palmer, Bissel, and Comstock, herewith filed, there will be no difficulty in subtracting such as shall ultimately be deemed improper to be allowed. Several of these charges being for expenditures of such a nature as to enhance the value of all the property, they have been apportioned among the several tracts, as below, which were at the time in the hands of Oliver.

## EXPENDITURES.—Continued.

| | | Y. | | | | |
|---|---|---|---|---|---|---|
| August | 1 | 65 | This amount, assumed as P. Lawrence deficiencies in P. L. and Vistula suspense account - - - - - - - - | 1,222 46 | | |
| | | | Interest—3 y. 11 m. 4 ds. - - - - - - - | 288 09 | | |
| | | | | | 2,536 53 | |
| | | | This sum, apportioned among the different tracts according to their estimated value in 1840: | | | |
| | | | Tract 1, acres 201½ at $1,000 = - - | 201,500 | | |
| | | | 2, " 200 " 1,000 = - - | 200,000 | | |
| | | | | | 401,500 | |
| | | | 3, " 154¼ " 500 = - - | 77,125 | | |
| | | | 4, " 143¼ " 300 = - - | 42,975 | | |
| | | | 86, " 181 " 40 = - - | 7,240 | | |
| | | | 87, " 93 " 40 = - - | 3,720 | | |
| | | | N. W. qr. sec. 3, tp. 3, 160 " 20 = - - | 3,200 | | |
| | | | S. W. qr. sec. 3, tp. 3. 160 " 20 = - - | 3,200 | | |
| | | | S. E. qr. sec. 3, tp. 3, 160 " 20 = - - | 3,200 | | |
| | | | S. W. qr. sec. 2, tp. 3, 160 " 20 = - - | 3,200 | | |
| | | | | | 545,360 | |
| | | | 545,360 : 2,536 53 : : | 401,500 - | - - | $1,913 50 |
| Sept. | 23 | 80 | Joseph Gardner for writing, paid by Brown - - - - - | | 9 00 | |
| | | | Interest to July 5, 1841—3 y. 9 m. 12 ds. - - - - - | | 2 04 | |
| | | | | | | 11 04 |
| Oct'r | 28 | " | H. Lovejoy for surveying, paid by Brown - - - - - - | | 10 00 | |
| | | | R. Gower, for surveying - - - - - - - - | | 10 00 | |
| | | | | | 20 00 | |
| | | | Interest as above—3 y. 8 m. 7 ds. - - - - - - - | | 4 42 | |
| | | | | | | 24 42 |
| Nov'r | 24 | - | W. Wetmore, commissioner of deeds - - - - - - | | 14 87½ | |
| | | | Interest—3 y. 7 m. 1 d. - - - - - - - - | | 3 20 | |
| | | | | | | 18 07½ |

| | | | | | | |
|---|---|---|---|---|---|---|
| 1837. | Nov'r | 2 | - | Robert Gower, for surveying | 5 00 | |
| | | | | Interest—3 y. 8 m. 3 ds. | 1 10 | |
| | | | | | | 6 10 |
| | " | " | - | Lovejoy's wife, by his direction | 10 00 | |
| | | | | Interest—3 y. 8 m. 3 ds. | 2 20 | |
| | | | | | | 12 20 |
| 1838. | Feb'ry | 9 | - | R. Gower, surveyor | 13 00 | |
| | | | | Interest—3 y. 4 m. 26 ds. | 2 65 | |
| | | | | | | 15 55 |
| | May | 7 | - | Richard Mott, account of expenses paid by him | 129 10 | |
| | | | | Interest—3 y. 1 m. 28 ds. | 24 48 | |
| | | | | | | 153 58 |
| 1837. | October | - | - | Paid Warner Jenkins for writing | 20 00 | |
| | | | | Interest—3 y. 9 m. 4 ds. | 4 51 | |
| | | | | | | 24 51 |
| 1838. | Jan'ry | 30 | - | Paid, redemption of tracts 1 and 2 | 274 67 | |
| | | | | Interest on same—3 y. 5 m. 5 ds. | 56 63 | |
| | | | | | | 331 30 |
| 1837. | Nov'r | 27 | - | Paid Charles W. Lynde for expenses of deeds | 10 38 | |
| | | | | Interest—3 y. 7 m. 8 ds. | 2 24 | |
| | | | | | | 12 62 |
| | | | | Postages on deeds from Buffalo to New York | 6 00 | |
| | | | | Interest—3 y. 7 m. 8 ds. | 1 29 | |
| | | | | | | 7 29 |
| 1838. | July | 18 | - | J. Flagg, recorder for examination | 5 00 | |
| | | | | Interest—2 y. 11 m. 17 ds. | 88 | |
| | | | | | | 5 88 |
| 1839. | Feb'ry | 5 | - | Due B. S. Brown for services, preparing deeds, &c. | 16 00 | |
| | | | | Interest on same—2 y. 5 m. | 2 32 | |
| | | | | | | 18 32 |
| | June | - | 92 | William Oliver, for blank deeds, &c. | 15 00 | |
| | | | | Interest—2 y. 4 ds. | 1 90 | |
| | | | | | | 16 90 |

## EXPENDITURES—Continued.

| | | | | | |
|---|---|---|---|---|---|
| | | Y. | J. C. and B. T. Wright, and C. Hammond, for legal opinions on the extension of line between tracts 1 and 2 and the Vistula division of Toledo, to the channel of Maumee river; the said line strikes the river obliquely. The question was, whether this line should be extended to the channel, as claimed by proprietors of P. Lawrence division, or whether the line, after striking the water, should be turned, so as to run to the channel at right angles with the shore, as claimed by Vistula division - - - - - - - - - | $25 00 | |
| | | | Interest to July 5, 1841—2 y. 4 ds. - - - - - - - | 3 16 | |
| | | | | | $28 16 |
| 1839. | July | 25 | - Postage of letter to Oliver from Lot Clark - - - - - - | 25 | |
| | | | Interest—1 y. 11 m. 10 ds. - - - - - - - | 02 | |
| | | | Postage on letter covering A. Palmer's account of R. Mott - - - - | 37½ | |
| | | | Interest—1 y. 11 m. 3 ds. - - - - - - - - | 4 | |
| | | | | | 68½ |
| | 1840. | | - Due I. Fitch, esq., for services preparing deeds, &c. - - - - | 100 00 | |
| | | | Interest—6 m. 5 ds. - - - - - - - - | 3 08 | |
| | | | | | 103 08 |
| | | | Postage to I. Fitch, esq., on company business, paid by Oliver - - - | 3 56 | |
| | | | Interest on same - - - - - - - - - | 32 | |
| | | | Postages, execution of deeds, &c. - - - - - - - - | 4 00 | |
| | | | Interest on same - - - - - - - - - | 36 | |
| | | | | | 8 24 |
| | | | There is also a heavy charge of 19,000 to 20,000 dollars for expenditures by the company in an abortive attempt to build a large hotel, to increase the importance of the place and the value of the property. This attempt failed for want of means to complete the building. A large sum, estimated by Richard Mott in his deposition on file at 13,000 to 14,000 dollars, was spent in grading and wharfing preparatory to the erection of the hotel. This grading and wharfing must be of substantial and permanent benefit to the property, whether any building should ever be erected on the original plan or not, and probably to the full extent, or nearly so, of its costs - - - - - - - - - - - | 13,000 00 | |
| | | | Interest from January 1, 1838, to July 5, 1841—3 y. 6 m. 4 ds. - - - | 2,738 66 | |
| | | | | | 15,738 66 |
| | | | | | $39,754 13 |

## ADDENDA.

| | | | | | |
|---|---|---|---|---|---|
| 1835. July | - | - | For paid by Oliver, Erie and Kalamazoo railroad stock - - - - | 480 00 | |
| | | | Interest on same to July 5, 1841—5 y. 11 m. 5 ds. - - - - | 172 80 | |
| 1836. November | | - | Ditto do. do. for same stock - - - - | 1,000 00 | |
| | | | Interest on same—4 y. 7 m. 5 ds. - - - - - - | 275 83 | |
| | | | | 1,928 63 | |
| 1838. Sept. | 14 | - | Oliver paid draft of Co. commissioners, for part of subscription to secure location of seat of justice for Lucas county - - - - 1,250 00 | | |
| | | | Interest—2 y. 9 m. 21 ds. - - - - - 210 62 | 1,460 62 | |
| | | | | $3,389 25 | |
| | | | Proportion chargeable to tracts 1 and 2, according to apportionment, made in same manner as the last foregoing apportionment - - - - - - - - - | | 2,493 37 |
| | | | Last footing brought forward - - - - - - - - - - | | 39,754 13 |
| | | | | | $42,247 50 |
| | | | In addition to the above, is a charge in book Y for money loaned Erie and Kalamazoo Railroad Company: | | |
| 1839. June | 17 | - | Cash loaned Erie and Kalamazoo R. R., &c. - - - - - | 100 00 | |
| | | | Interest—2 y. 18 ds. - - - - - - - - | 12 30 | |
| | | | | $112 30 | |

This is inserted here merely to show that it has not been overlooked, and to call the attention of counsel and of the court to it. It is not reported as part of the expenditures. The balance of account for hotel expenditures, not included above, has not been reported as a part of the account. It was expended in a quantity of materials for building, most of which are lying on and around the site of the contemplated building at this time. They are not all there, however; some have been taken away. Reference may be had to the depositions of Andrew Palmer, Richard Mott, Edward Bissel, and S. B. Comstock, for all the information possessed by the master upon this subject. Should it become important, an accurate account can probably be made, and the condition of the materials, amounting in value to some six or seven thousand dollars, ascertained. Bnt for the present it has been passed by, because it could not be accurately reported, without a degree of time and attention devoted to it in the investigation altogether disproportioned to its relative importance in the case. In apportioning some of the expenditures among the different tracts, their value per acre at the present time has been fixed by reference to the depositions of B. F. Stickney, Hunt, Conant, Bissel, and Lownesberry, herewith filed, containing appraisals. They vary so much I have been obliged to fix a scale of values different from some of them, and have varied from all in some respects. Should a different scale be determined on, it would only change a few dollars charged from some tracts to others. The prices fixed above are not so much with reference to their *real* as to their comparative value.

The charge of $16 00 for Brown's services, and of $100 for Fitch's services, were for preparing conveyances, after the partition of tracts 1 and 2 among the proprietors. There were not only deeds from Oliver to all the proprietors, but by each proprietor to every other one also, making in all a very large number.

The parties were much scattered, and Brown was employed to travel and perfect the conveyances. Before completing them he died, and his representatives refusing to give up the papers until the above charge was paid, or the payment of it agreed to, the charge was finally allowed. Fitch completed the conveyances, and charged $100 therefor. This is the explanation given. In addition to the above there is a charge for taxes paid on 1 and 2 by Oliver and Williams.

From the materials furnished I find it impossible to state an accurate account. The accounts for taxes were made out by John Fitch, esq., attorney for Williams and Oliver, and several bundles of tax receipts produced, which are herewith filed. The account included several items of charge for 50 per cent. penalty paid for the redemption of lots, and on other items penalty and tax are included in one sum, and cannot be separated without knowing the amount of penalty paid.

It was discovered before handing in the account, and explained on handing it in, that in some cases when 50 per cent. is charged not so much was paid. But the means have not been furnished for correcting the error. No account can therefore be stated of the amount paid for penalty, and none with accuracy of the amount paid for taxes. The account filed by Fitch does not extend back beyond 1837. Oliver has since put in an account for taxes paid prior to that time. The accounts and vouchers are herewith filed.

It is impossible to do more than state in round numbers about what sums were paid. The amount of taxes paid by Oliver on tracts 1 and 2, including two or three instances where he paid both for himself and Williams, and interest from several dates to July 5, 1841, but not including penalty, which is not designed to be allowed, was probably not far from - - - $1,200
Ditto, for paid by Williams - - . - 275 00
Footing of expenditures brought forward - - 42,247 50

$44,722 50

Should the sales of company shares be confirmed, the receipts and claims due for sale of lots, after deducting the amount of company expenditures, must, it is presumed, be apportioned among the several proprietors, according to the shares they purchased, leaving to Williams and Oliver, or to whomsoever else may be the proprietors of the part unsold, only $\frac{7}{32}$ parts of the profits. The company expenditures, as the above account stands, are greater than the company receipts for sale of lots, but less than the amount of such receipts, together with the sums appropriated to improvements, arising from the sales of company shares to S. B. Comstock and Edward Bissel.

Amount of actual receipts for sale of lots - - $36,754 34
Amount applied to improvements from sales to Comstock and Bissel - - - - - 5,558 33

$42,312 67

Company expenditures, exclusive of subscriptions to railroad stock, of tax accounts, and of subscription for location of county seat - - - - 39,754 13

$2,558 54

It does not appear that Williams has ever received any money from the sale of lots, or made any expenditures on tracts 1 and 2, except his advance of cash in the hotel account, and what is covered by his general charge for services and expenses. Since the partition of tracts 1 and 2, there has been very little received by Williams and Oliver on their shares. Most of the property apportioned to them has been in no condition to produce rent. The fol-

lowing are the only exceptions. The lots of Williams, south of Water street, have been leased to Garrit D. Palmer for a term of years. The contract has been before described:

| | |
|---|---|
| 1840, Nov. 25.—Williams received for one year's ground rent for this property, due August previous, (see W.'s deposition:) - - - - - - | $300 00 |
| Int. to July 5, 1841—7 mo. 10 d. - - - | 11 00 |
| 1841, Feb. 4.—For six months' rent due Feb. 1st - | 150 00 |
| Int., 5 mo. 1 d. - - - - - - | 3 77 |
| | $464 77 |

Oliver has also received rent from water lots No. 1, and part of No. 2. There is not sufficient information before me to enable me to state an exact account. The depositions of Wheeler and Fitch, herewith filed, are all the testimony touching this point. In answer to an inquiry on this subject, Major Oliver writes, that most of the rents have been absorbed in repairs, and are still due, so that he has realized but very little; he calls it $100. Should it become necessary to have an exact account, this will require further attention. In this connexion, having omitted to state it before, it ought to be explained that, in the account of moneys received and due for lots sold, Oliver's statement of the amount received and due on $\frac{1}{3}$ of lot No. 14, sold to Keeler, was transferred to the account. The statement in John Fitch, esq.'s deposition, which at that time was overlooked, is, that $300 more has been paid than Oliver charges himself with, and of course $300 less due and outsanding. Oliver has had no chance to explain this difference in their statements. It may be stated here, once for all, that no attempt has been made to adjust the balances of accounts between Oliver and Williams, and their co-proprietors, among themselves. The time allowed for making this report is not sufficient to warrant the undertaking. Should it become necessary in the case, it can be done with more certainty after the court shall have settled the principles upon which an account ought to be stated, with reference to numerous items of expenditure. Assuming these balances to be adjusted, the accounts in relation to tracts 1 and 2 will stand as follows:

| | |
|---|---|
| Oliver and Williams will be chargeable with $\frac{7}{32}$ parts of excess of receipts from sales of lots, over and above company expenditures. The whole excess, as shown by a balance struck on a previous page, is - - | $2,558 84 |
| Oliver charged with $\frac{3}{32}$ parts of that sum - - | 279 84 |
| Amount received by Oliver for $\frac{1}{3}$ of lot No. 14 - | 530 41 |
| One half amount of receipts from sales of Co. shares - | 24,895 81 |
| Oliver's rents as above - - - - - | 100 00 |
| | $25,726 06 |

| | |
|---|---|
| Oliver credited with amount of taxes paid by him | $1,200 00 |
| Also amount paid for subscriptions to railroad stock, and location of county seat apportioned | 2,493 37 |
| Whatever may be allowed him for his services and expenses | |
| Whatever may be apportioned to these tracts from his back accounts for improvements, taking up certificates, &c. | |
| Whatever may be allowed him for what he paid Baum's representatives for $\frac{1}{3}$ tracts 1 and 2 | |
| Williams charged with $\frac{3}{32}$ parts of excess of receipts as above | 279 84 |
| Amount of rent received by him, and interest | 464 77 |
| $\frac{1}{2}$ amount of receipts for sale of company shares | 24,815 81 |
| | $25,560 42 |
| Williams credited with whatever may be allowed him for his services and expenses, apportioned | |
| Allowed him for his advance of cash to hotel account, having paid in all $3,499 40; the sum allowed bearing the same proportion to the whole sum paid by him, as the whole sum expended in grading bears to the whole sum expended on the hotel | 2,274 60 |
| Int. from Nov. 1, 1836, to July 5, 1841—4 y. 8 m. 4 d. | 638 40 |
| For what he paid for taxes | 275 00 |
| What may be allowed for what he paid O. for these tracts | |
| Amount due and outstanding for sale of lots to be divided among the several proprietors, in proportion to their company shares, brought forward from a previous page, after deducting amount due on sale of $\frac{1}{3}$ of No. 14, which sum will belong to whomsoever obtains Oliver's present share | 11,980 07 |
| Amount due on sale of $\frac{1}{3}$ of lot No. 14, corrected from previous account, by deducting difference Fitch's and Oliver's statements of what has been paid, as before mentioned | 106 08 |

Sales, conveyances, and accounts, in relation to tracts Nos. 3 and 4:

Ten acres on the northeast corner of tract 3, to be located by Oliver, remained in him, since the acquisition of tracts 3 and 4, under his mortgage, except such parts conveyed as hereafter described; Michigan University deeded back tracts 3 and 4, excepting 10 acres as above, which had never been conveyed to the University, to Oliver by a quit-claim deed, purporting to be in pursu-

ance of a contract made on the 24th and 25th days of October, 1834. This deed was made on the 5th day of May, 1837; lodged for record in Lucas county, Ohio, May 8, 1837, and recorded; consideration, $5,000.

Oliver and wife deeded an undivided ½ of the ten acres, in tract 3, above described, to M. T. Williams, in fee simple, Oliver covenanted he had done nothing, nor suffered any thing, whereby the title could be frustrated, and that he would forever warrant and defend the premises to Williams against all persons claiming under him; deeded Dec. 1, 1832; acknowledged Dec. 14, 1832; lodged for record in Monroe county, Michigan, Oct. 18, 1834; consideration expressed, $250. Oliver sold ⅓ of the same ten acres to Lot Clark, together with $\frac{1}{16}$ of tracts 1 and 2, for $10,000. Oliver says in his account of sales, no contract was made in writing, until the deed was executed. He fixes the sale at the date of September 12, 1835, and the price of the ⅓ of ten acres at (G 7) $1,000. He has produced a deed purporting to have been executed by himself and wife, and subsequently cancelled; and another made by himself and Williams and their wives. In the absence of the abstracts before mentioned, the date of the second deed cannot be specified, but is understood to have been since the commencement of this suit.

By articles of agreement under seal, on the 9th day of January, 1836, Oliver sold ⅓ of tracts 3 and 4, and of 3 qr. sections to Philander Raymond, together with $\frac{1}{32}$ part of Port Lawrence, for $22,000. In his account of sales, he fixes the price of ⅓ of tracts 3 and 4, excepting ten acres as above, and the qr. sections, at $17,000; this is to be apportioned. (G 8) herewith filed, purports to be a copy of the contract, deeded by Oliver and wife in fee simple, with covenants that they had done nothing whereby the title to Raymond could be frustrated, and also to warrant and defend the premises to him, his heirs and assigns, against all persons claiming by, from, or under them, dated May 2, 1836; acknowledged same day; lodged for record, May 28, and recorded May 30, 1836, Lucas county, Ohio.

Oliver and wife deeded to M. T. Williams, an undivided ⅕ of tracts 3 and 4, excepting ten acres, as before, together with ⅕ of 3 qr. sections in fee simple, subject to the gifts, grants, and donations theretofore made by Oliver to the commissioners of Lucas county, for county purposes, and to the State of Ohio for hydraulic purposes. It is a mere quit-claim, and dated Feb. 6, 1839; acknowledged same day; lodged for record, May 25, and recorded June 28, 1839; consideration expressed in the deed, one dollar; deed herewith filed, marked E. In Oliver's statement, he says no money passed between him and Williams, it being an adjustment of their accounts, which he calls equivalent to $8,000; this is to be apportioned. Part of tracts 3 and 4, near the junction of Swan creek with Maumee river, was cleared and laid off in town lots, and a plat of the same filed with recorder of Lucas county for re-

cord, Aug. 2, 1838, and recorded Aug. 18, 1838. This is called "Oliver's addition," a plat of which is herewith filed, included in plat of tracts 3 and 4, and 1 and 2. In the absence of the abstracts above referred to, no specific account can be given of the donations mentioned in Oliver's deed to Williams, to the State of Ohio, and commissioners of Lucas county. The latter was a donation of "Court Square," designated on the plat of Oliver's addition as a site for county buildings.

Recapitulation of sales in tracts 3 and 4:

$\frac{1}{2}$ of ten acres in northeast corner of tract 3, to M. T. Williams.
$\frac{1}{3}$ of same ten acres to Lot Clark.
$\frac{1}{3}$ of tracts 3 and 4, except said ten acres, to Philander Raymond.
$\frac{1}{5}$ of tracts 3 and 4, except said ten acres, to M. T. Williams.

X plat of tracts 3 & 4 and 1 & 2.

No buildings of any consequence have been erected on tracts 3 and 4, and so far as is known no sales of lots in Oliver's addition have been made.

*Sales, conveyances, and accounts in relation to tracts* 86 *and* 87.

Martin Baum contracted to convey to Joseph Prentice, by "a good and warrantee deed," thirty acres of land, "to be taken off the west part along the west boundary of tract No. 86, lying and being in the United States reserve, &c. The consideration of this sale, as before mentioned, was the surrender by Prentice of his certificate or title-bond for lot No. 192, on the old plat of Port Lawrence. It was stipulated in the contract, that in case Baum and his associates should thereafter purchase tracts 1 and 2, so as to be able to make title to said lot No. 192, they should make a good title to Prentice for the lot, and he should relinquish the thirty acres above described. This contract is dated January 20, 1823, contract filed, marked No. 192, red ink. A similar contract of the same date was made by Baum with Joseph Tromley, for the relinquishment of his certificate for lot No. 171, on the old plat of Port Lawrence. Baum agreed to convey Tromley thirty acres of land, to be taken on the east side, and along the east line, of a certain thirty-acre strip agreed for by Prentice, and described above, being part of tract 86. The same stipulation as with Prentice, in case Baum and his associates should repurchase tracts 1 and 2, (filed, marked 171, red ink;) deeds, in pursuance of both these contracts, were to be made the first of August then next.

In the absence of the abstracts before mentioned, the dates and the description of the deeds cannot be given. Oliver and Williams deeded to Howard B. and Star Andrews, "fifteen acres of tract 86, adjoining land of Joseph Prentice," before described; "the shape to be, double the width, in the rear, of the front on the river, running the whole width of tract 86, from the river to the rear of tract 86, and bounding on said Prentice's line; of such width and shape aforesaid, as to make the quantity fifteen acres." Consideration, $300.

Oliver and Williams covenant, that they are well seized, as of a good, sure, perfect, absolute and indefeasible estate, in fee simple; that the premises are free and clear from incumbrances; together with a covenant of general warranty. This deed was made in pursuance of a contract, dated June 28, 1834. (See G 10.) The deed itself was dated July 25, 1836; acknowledged same day; lodged for record, March 13, 1837; recorded, March 22, 1837. The wives of Oliver and Williams did not join.—$300.

Wm. Oliver, by article of agreement under seal, dated June 30, 1835, "sold Charles Lynde and Philander Raymond" an undivided interest, equal to one hundred acres of tracts 86 and 87, excepting 75 acres *excepting seventy-five acres* off the upper end of tract 86, sold to Prentice, Tromley, and Andrews, and fractional sections 1

and 12, township ten south, and range seven east, within Monroe land district. This sale is included in the same contract with the sale of $\frac{1}{16}$ of tracts 1 and 2, to Lynde and Raymond, for the gross sum of $13,000.—G *C.* Oliver, in his account of sales, sets the price of these 100 acres at 40 dollars per acre—$4,000. The property was deeded by Oliver and wife to Charles W. Lynde, in August, 1835. A subsequent deed was made by Oliver and Williams, and their wives, dated Nov. 26, 1835; acknowledged, December 1, 1835; lodged for record, June 29, 1837, and recorded same day. It has covenants of lawful ownership, right to convey and general warranty, and recites that former deed by Oliver and wife is to be regarded as cancelled, on the delivery of this.

*Recapitulations of sales in tracts* 86 *and* 87.

| | | |
|---|---|---|
| 30 | acres to | Joseph Prentice, sold by Baum. |
| 30 | " | Joseph Tromley, " " |
| 15 | " | Howard B. and Star Andrews, by O. and Williams. |
| $50\frac{27}{100}$ | | Lynde and Raymond, apportioned, " |

*Account of moneys received for tracts* 86 *and* 87.

| | | | |
|---|---|---|---|
| 1834. | | | |
| June 8. | For sale to Andrews - - | $300 00 | |
| | Int. to July 5, 1841—7 y. 7 d. - | 126 35 | |
| 1835. | | | $426 35 |
| June 30. | For sale to Lynde and Raymond - | 2,011 00 | |
| | Int. 6 y. 4 d. - - - | 724 63 | |
| 1840. | | | 2,735 63 |
| Dec. 30. | For rent, say (see Fitch's deposition) | 20 00 | |
| | Int. 6 m. 5 d. - - - | 61 | |
| | | | 20 61 |
| | | | 3,182 59 |

*Expenditures.*

| | | | |
|---|---|---|---|
| 1837. | Tax paid by Oliver, not including penalty - - - - - | 22 44 | |
| | Int. 3 y. 6 m. 10 d., to July 5, 1841 - | 4 74 | |
| 1838. | Tax paid, not including penalty - | 51 30 | |
| | Int. 2 y. 6 m. - - - - - | 7 69 | |
| | | | 86 17 |
| Amount of common expenditures apportioned 86 and 87, as in account of expenditures on tracts 1 and 2 - - - - - | | – | 74 14 |
| Do. do. do. do. - - - | | – | 50 96 |
| Subscriptions for railroad stock and county seat apportioned - - - - - | | – | 69 11 |
| | | | $280 38 |

*Southeast quarter section* 3, *township* —.

In Oliver's account of sales, he states this quarter-section to have [been] sold to Wm. I. Daniels, in July, 1835, for $1,000. There is a deed on record in Lucas county, by Oliver and wife, for this quarter-section, to Wm. I. Daniels, dated July 25, 1836, with covenants of lawful ownership, right to sell and convey, and general warranty; acknowledged, July 27, 1836; lodged for record, July 30, and recorded Aug. 2, 1836. The consideration expressed in the deed is $900.

| | | |
|---|---|---|
| 1835, July 30.—Oliver received of Daniels - | | $1,000 00 |
| Int. to July 5, 1841—5 y. 11 m. 5 d. | | 355 83 |
| | | $1,355 83 |

*Expenditures.*

| | | | |
|---|---|---|---|
| 1838. | | | |
| Dec. 14 | Common expenditures apportioned as in accounts for tracts 1 and 2 - - - | | $21 65 |
| | Do. do. do. - | | 14 88 |
| | Subscriptions apportioned - - - | | 19 88 |
| | | | $56 41 |
| | Tax paid by Oliver at this date - | $29 76 | |
| | Interest—2 y. 6 m. 21 ds. - - | 4 56 | |
| | | $34 32 | |

This claim for taxes not to be allowed, unless the sale shall be set aside.

Northwest and southwest quarters of section 3, township 3, and southwest quarter-section 2, township 3.—One-third of these three quarter-sections were sold to Philander Raymond, by Oliver, together with $\frac{1}{32}$ part of Port Lawrence, and one-third of tracts 3 and 4, by a contract dated January 9, 1836, for the gross sum of $22,000. There is a deed on record, in Lucas county, from Oliver and wife to Raymond, dated May 2, 1836, with covenants that they have done nothing whereby the title in Raymond can be frustrated, and forever to warrant and defend the premises to him, his heirs, and assigns, against all persons claiming through or under them. Acknowledged May 2, 1836; lodged for record May 28, and recorded May 30, 1836.

Amount received on this sale, as stated in account of tracts 3 and 4, and apportioned, makes for these three quarter-sections, together with interest, equal $1,195 03.

Amount due on this sale, as in account of tracts 3 and 4, apportioned, $305 04.

Oliver deeded an undivided one-fifth of these three quarter-sections to Williams, together with one-fifth of tracts 3 and 4, except ten acres on tract 3, for the gross sum of $8,000, as explained in Oliver's account of sales. This deed was a simple quit-claim, dated February 6, 1839; acknowledged same day; lodged for record May 25, and recorded June 8, 1839. Whole sum received on this sale apportioned.

| | |
|---|---|
| The following is the amount paid on these qr. sect's - | $717 02 |
| Whole amount received, and interest - - - | 1,912 05 |
| Amount due brought down - - - - | 305 04 |

*Expenditures.*

| | | | |
|---|---|---|---|
| 1837. | | | |
| Dec. 28 | Tax paid by Oliver, not including penalty on S. W. quarter section 2, township 3 - - - | $84 89.2 | |
| " " | " W. ¼ section 3, township 3 - - | 42 44.6 | |
| | Interest on these two sums to July 5, 1841—3 y. 6 m. 7 ds. - - - - - | 26 89.1 | |
| | | | $654 23 |
| 1838. | | | |
| *Dec.* 14 | Tax on S. W. ¼ section 2, township 3 - | 32 96 | |
| | Interest as before—2 y. 6 m. 21 ds. - - | 5 05 | |
| | | | 38 01 |
| 1839. | | | |
| *Dec,* 30 | Tax on W. ½ section 3, township 3 - - | 36 67.5 | |
| | Interest—1 y. 6 m. 5 ds. - - - | 3 34 | |
| | | | 40 01 |
| 1841. | | | |
| *Jan.* 11 | Tax on S. W. ¼ section 2, township 3 - | 14 53 | |
| | Interest—5 m. 24 ds. - - - - | 4 2 | |
| | | | 14 95 |
| | Common expenditures, apportioned as in account of tracts 1 and 2 - - - - - - - - | | 44 64 |
| | Common subscriptions do. do. do. - | | 58 64 |
| | | | $310 48 |

*Northwest quarter of section* 2, *township* 3, was patented to Mary P. Ewing, as heir at law of Martin Baum, October 10, 1836. Ewing and his wife deeded to John G. Worthington, in fee simple, 26⅔ acres, and to William M. Worthington, in fee simple, 20 acres of this quarter-section, on the 7th day of November, 1836. Six and two-thirds acres of the quantity conveyed to John G. Worthington are said to be conveyed as Worthington's interest, by virtue of a purchase from P. Grandin, by A. H. Ewing. This appears from a deed produced by A. H. Ewing.

*Services of Baum, Oliver and Williams.*

Any further expression with regard to the claims for services, that a general reference to the testimony concerning them, and a submission of the claims themselves to the consideration of the court, would have been gladly avoided; but as some of the counsel in the

case will not assent to such a course, and as the decree requires a definite sum to be reported for allowance, the following is respectfully submitted.

All that is known in relation to Baum's services is drawn from papers and exhibits, put on file for other purposes. They consisted in a general oversight of the company business, which was chiefly transacted by agents under him, paid, or to be paid, by the company. There was no contract for payment of his services; he neither expected to receive, nor the company to pay him, any thing; he claimed nothing in any of his accounts, nor do his representatives claim any thing now. Nothing is therefore allowed. As to Oliver's services from July 4, 1818, to August 4, 1828, they appear, from his own account, to have been very limited, and intended as gratuitous favors to Baum. He now charges $1,200 *per annum*. The altered position in which he is placed by this suit, and the unexpected consequence attributed to his acts, are believed to distinguish his case from Baum's, and entitle him to a reasonable allowance for his services; he is therefore allowed $300 per annum during this period. This is designed to be in addition to the trifling sums received from Baum at the time. In 1828 Oliver commenced his negotiation with Michigan University; he claims that no one else could have effected it, and is sustained by the opinion of B. F. Stickney in his deposition herewith filed. The fact, however, that it became expedient to use the names of others in the negotiation, precludes the idea that the power of effecting the arrangement was entirely peculiar to himself, although it is highly probable the circumstances mentioned in his account of the matter, and in B. F. Stickney's deposition, gave him many advantages for conducting the negotiation on favorable terms. His expenses must have been considerable. He claims $10,000; he is allowed in the account below $2,000. Since the termination of this negotiation, there is no doubt that Oliver has used every exertion he was capable of to push forward the enterprise of building up a town. The same may be said of Williams after he became interested. The speculation was a favorite one, and their personal prominence and standing made their zeal effective. Their attention appears to have been directed, not so much to a superintendence of sales and accounts, as in counteracting efforts in favor of rival towns, and combining influences in favor of their own. The time actually spent in these matters could not have been very great—occasional journeys, attendance upon the legislature, correspondence, and the like, made up the burden of it. In these considerable expenses have been incurred, and their zeal and watchfulness were, no doubt, continual. Any sum that may be fixed to this kind of services must necessarily be arbitrary, and may be the subject of as many different opinions as there are persons.

The depositions and exhibits of Oliver and Williams, of Andrew Palmer, S. B. Comstock, Richard Mott, B. F. Stickney, Edward Bissel, and John N. Hunt, are referred to on this subject.

| | | |
|---|---|---|
| For Oliver's services and expenses from July 4, 1818, to August 4, 1828—10 years and 1 month—at $300 *per ann.* | – | $3,025 00 |
| Interest on $300 from July 4, 1819, to July 5, 1841, 22 y. 0 m. 1 d. | $396 05 | |
| Do do 1820, do 21 do | 378 05 | |
| Do do 1821, do 20 do | 360 05 | |
| Do do 1822, do 19 do | 342 05 | |
| Do do 1823, do 18 do | 324 05 | |
| Do do 1824, do 17 do | 306 05 | |
| Do do 1825, do 16 do | 288 05 | |
| Do do 1826, do 15 do | 270 05 | |
| Do do 1827, do 14 do | 252 05 | |
| Do do 1828, do 13 do | 234 05 | |
| Do 25 do do 12 y. 11 m. | 19 37 | |
| For his services and expenses from 1831 to 1837, a period of 6 years, ending April, 1837—$1,000 *per ann.* | – | 6,000 00 |
| Interest on $1,000, 9 y. 2 m. 5 ds., to July 5, 1841 | 550 83 | |
| Do 8 do do | 490 83 | |
| Do 7 do do | 430 83 | |
| Do 6 do do | 370 83 | |
| Do 5 do do | 210 83 | |
| Do 4 do do | 250 83 | |
| From May, 1837, to December, 1840—3 years 8 m.—at $800 *per annum* | – | 2,933 33 |
| Interest on $800 to July 5, 1841, 3 y. 2 m. 5 ds. | 152 66 | |
| Do do 2 do | 104 66 | |
| Do do 1 do | 56 66 | |
| Do 533 33 do 0 6 m. 5 ds. | 16 44 | |
| | | 5,905 27 |
| | | 17,863 60 |
| This sum allowed for 1st negotiation with Michigan University | 2,000 00 | |
| Interest for 10 y. 3 m. 5 ds. | 1,231 66 | |
| Extra allowance for services and expenses in 2d negotiation with Michigan University | 500 00 | |
| Interest 5 years 6 m. 4 ds. | 165 33 | |
| | | 3,896 99 |
| | | $21,760 59 |

## *M. T. Williams.*

| | | | | | | |
|---|---|---|---|---|---|---|
| For his services and expenses from May 16, 1831, to May 16, 1837—six years—at $1,000 per annum | | | | | – | $6,000 00 |
| Interest on $1,000 to July 5, 1841—9 y. 1 m. 19 ds. | | | | | $548 16 | |
| Do | do | 8 | do | | 488 16 | |
| Do | do | 7 | do | | 428 16 | |
| Do | do | 6 | do | | 368 16 | |
| Do | do | 5 | do | | 308 16 | |
| Do | do | 4 | do | | 248 16 | |
| From May 16, 1837, to December 30, 1840—a period of 3 years 7 mo. and 14 ds.—at $800 *per annum* | | | | | – | 2,899 99 |
| Interest on $800 to July 5, 1841—3 y. 1 m. 19 ds. | | | | | 150 53 | |
| Do | do | 2 | do | | 102 53 | |
| Do | do | 1 | do | | 54 53 | |
| Do 500 | do | 0 | 6 m. 5 ds. | | 15 41 | |
| | | | | | | 2,711 96 |
| | | | | | | $11,611 95 |

*Special reply to requisitions of the parties.*

As to the value of the lands in controversy, at various periods, required to be reported by the 2d requisition of Oliver and Williams, reference is made to the several appraisals, herewith filed, contained in the depositions of B. F. Stickney, Edward Bissel, Andrew Palmer, Richard Mott, John E. Hunt, and Horatio Conant. It is impossible for the master to form any intelligent opinion upon the subject beyond what is there contained. As to the 3d requisition of Oliver and Williams, requiring to be reported the kind and value of improvements on tracts 1 and 2, and their 4th requisition, as to the number of houses built on 1 and 2, reference is made to the joint deposition of C. J. Keeler, jr., herewith filed, and Stephen B. Comstock, and Andrew Palmer. That contains all the information before the master, in as good a form as it could be put in by a deposition. In addition to the improvements there mentioned, the Wabash and Erie canal and Erie and Kalamazoo railroad cross these tracts. As to their 5th requisition—in the absence of the abstracts of records before alluded to, the master has no information who are the owners of the several houses on tracts 1 and 2. As to their 6th requisition, two plats are herewith filed. The small one being a plat of Port Lawrence as it was, when most of the sales of town lots were made; the other and larger one, is a map of tracts 1 and 2, and 3 and 4, on which is shown a complete sub-division of tracts 1 and 2 into town lots, made since the publication of the other plat, but retaining the divisions and numbers as they then stood, so far as they went. It also contains a plat of Oliver's addition, laid out on tracts 3 and 4, showing where the railroad and canal cross the property, and the amount of lockage and water power brought upon it by the canal. As to their 7th requisition, it is obvious that the present value of tracts 3 and 4, arises mainly from the building up of a city on 1 and 2, and other public improvements connected therewith. Should there be a large city in that neighborhood, tracts 3 and 4 will doubtless constitute a valuable part of it. But for their proximity to 1 and 2 and improvements there, and the *prospect* of ultimately becoming a part of the foundation of a city, they would be of no value, except for farming purposes. Reference is made to the depositions of B. F. Stickney, Edward Bissel, Andrew Palmer, Richard Mott, and S. B. Comstock, on this point. As to their 8th requisition, reference is made to the same depositions. What would have been the condition of surrounding lands, had not a town been built on tracts 1 and 2, is easy to conjecture, though it must be but a mere conjecture. They would have been in precisely the same condition as at present, but without the additional value, real or imagined, now attributed to them, in consequence of their lying near a town. As to their 9th requisition, the complainant says, he has rendered no aid or assistance since 1817, except what he claims they have derived from the possession of his property, nor

has he made any advances. As to their 10th, 11th, 12th, 13th, [and] 14th requisitions, Williams and Oliver were notified, that if they wished a report on these points, they must furnish the proof to base it upon. They have produced no testimony, and the master has no information on the subjects. As to their 16th requisition, the same may be said as in relation to their 8th requisition. As to their 18th and 19th requisitions, no report can be made in the absence of the abstracts of the records. As to their 20th requisition, all the information that has been furnished is contained in book Y, and in S. B. Comstock's deposition, from which it appears that $3,595 94 has been expended by the proprietors for the purposes specified in the requisition, and $490 by individual subscription, making in all $4,085 94. As to their requisition No. 22, reference is made to the reported sales in the different tracts, for the value of the property sold, at the times of the several sales; nothing better than conjecture can be formed as to its enhancement of value from improvements and "other causes adventitious." No information has been furnished the master on this subject. As to their 25th requisition, the same answer may be made as to their 7th and 8th requisitions. As to their 23d requisition, reference is made to the joint deposition of Edward Bissel, Andrew Palmer, and Levi S. Lownsburry, from which it appears that in tracts 1 and 2, Oliver retains lots valued at $88,050, and Williams retains lots valued at $86,850, making in all $174,900. To this should be added several lots specified in the schedule on a previous page, dedicated to company purposes, but as to the value of which no information has been given. The value of lands unsold in tracts 3 and 4, according to same deposition, is $150,590; in tracts 86 and 87, $7,466; and in the 3 quarter-sections, $5,333 50; making in all lands unsold on tracts 3, 4, 86, 87, and 3 quarter-sections, valued at = $163,389 50.

It is believed all of Oliver and Williams' requisitions, not here particularly mentioned, have been substantially complied with in other parts of this report. As to the 1st requisition of the complainant, it may be answered in general terms; they have been, undoubtedly, zealous in using all means in their power to promote the growth of Toledo, and *whence* the value of the property generally.

The same remarks will apply here that have before been made in relation to their services. As to his second requisition, no particular information has been given the master on this subject; but from his acquaintance with the case generally, and from a personal view of the property, it is not conceived how the acquisition of tracts 3 and 4, and the 3 quarter-sections, could have affected the condition of tracts 1 and 2 in any way, either to increase or diminish their value.

As to his 3d requisition, this is complied with by a general reference to the remarks before made as to the services of Baum.

As to his 4th, 10, and 13th requisitions, these cannot be complied with, without entirely recasting the accounts several times

over, and the time allowed for making this report will not admit of its being done.

To prevent misapprehension it is here explained, that in the foregoing account of moneys received for sale of company shares, the dates set opposite the sums do not show when those sums were received, but only in some instances, when they began to draw interest, the means not being at hand for stating with accuracy when all the sums were received.

As to his 5th requisition, it may be stated that none of the sales of company shares were entered in book Y, nor of undivided interests in tracts 86, 87, 3, 4, and quarter-sections. The sale of S. E. quarter section 3, township 3, to Daniels, is not entered in book Y. Aside from these, it is not known that any sales took place which are not entered in that book, except the sale of lot No. 13 to Palmer, in 1835, and ⅓ of lot No. 14 to Chas. G. Keeler & Co., in 1840, which are now accounted for in Oliver's statement of sales. So far as known, these are the only instances in which the sales and receipts are not shown in that book.

As to his 7th requisition, no definite information has been furnished the master on this subject. Aside from such improvements as may be considered common to the whole property, and the improvements of streets and wharves on tracts 1 and 2, there are no improvements on unsold property, so far as known, except the warehouse on lots leased by Williams to Palmer, and the warehouse and frame building on Oliver's lots, unless the clearing of tracts 3 and 4, preparatory to laying off Oliver's addition, should be thought to come under this requisition.

As to his 6th, 9th, and 11th requisitions, reference may be made to what has already been said of Oliver's services. The amount of time occupied cannot be got at.

As to his 12th requisition, so far as is known no contract was ever made of this kind after the termination of the first one, July 4, 1818.

As to his 14th requisition, this is supposed to allude to the kind of contracts made by Baum with Prentice and Tromley, for taking up old certificates, under a stipulation that if Baum and his associates should repurchase tracts 1 and 2, and be able to make title to the lots covered by the certificates so taken up, such title should be made. Only three contracts of this kind have come to the knowledge of the master; one to Joseph Tromley, for certificate of lot No. 171, one to Joseph Prentice, for certificate of lot No. 192, one to William Wilson, for a certificate covering lots Nos. 2 and 297, all which are on file. The requisitions of the complainant, not here particularly noticed, are believed to have been substantially complied with in previous parts of this report.

*Recapitulation—sales in tracts* 1 *and* 2.

$\frac{8}{32}$ parts to S. B. Comstock.
$\frac{8}{32}$ " Edward Bissel.
$\frac{2}{32}$ " Smith & Macy.
$\frac{2}{32}$ " Lynde & Raymond.
$\frac{2}{32}$ " Pratt & Taylor.
$\frac{2}{32}$ " Lot Clark.
$\frac{1}{32}$ " Philander Raymond.

For sales of lots refer back to table.

| | |
|---|---|
| Money received for sale of company shares - - | $49,631 62 |
| Amount on company shares appropriated to improvements - - - - - - | 5,558 33 |
| Amount received on sales of lots - - - | 36,972 87 |
| Due and outstanding for sale of lots - - - | 12,086 15 |
| Williams received for rent - - - - | 464 77 |
| Oliver received for rent - - - - | 100 00 |
| Amount paid by Williams for $\frac{1}{3}$ tracts 1 and 2, 86 and 87, and interest, $2,481 26. | |
| Expenditures on tracts 1 and 2 - - - | 44,722 50 |

*Sales on tracts* 3 *and* 4.

$\frac{1}{2}$ of ten acres of tract 3 to M. T. Williams.
$\frac{1}{3}$ " " " Lot Clark.
$\frac{1}{3}$ tracts 3 and 4, except ten acres, to Philander Raymond.
$\frac{1}{3}$ " " " " M. T. Williams.

| | |
|---|---|
| Amount received for sales on tracts 3 and 4 - - | $24,646 89 |
| Due and outstanding " " - - | 5,851 53 |
| Expenditures on tracts 3 and 4 - - - | 8,910 85 |

*Sales on tracts* 86 *and* 87.

30 acres to Joseph Prentice.
30 " Joseph Tromley.
15 " Howard B. & Star Andrews.
50 $\frac{27\frac{1}{2}}{100}$ acres to Lynde & Raymond.

| | |
|---|---|
| Amount received on tracts 86 and 87 - - | $3,182 59 |
| Expenditures on 86 and 87 - - - - | 280 38 |

*Southeast quarter section* 3, *township* 3.

| | |
|---|---|
| Sold to Wm. P. Daniels, price and interest - - | $1,355 83 |
| Expenditures on this quarter-section - - | 56 41 |

*N. W. and S. W. quarter-sections* 3, *township* 3, *and S. W. quarter-section* 2, *township* 3.

$\frac{1}{3}$ of these quarter-sections sold to Philander Raymond.
$\frac{1}{3}$ " " " M. T. Williams.

| | |
|---|---|
| Amount received for sales - - - - | $1,912 05 |
| Due for sales on these quarter-sections - - | 305 04 |
| Expenditures on these quarter-sections - - | 310 48 |
| Balance in Oliver's favor, in account for refunding purchase money and for improvements on lots in old Port Lawrence - - - - | 3,680 10 |
| Oliver's 2d account for same kind of charges - | 693 08 |

In reporting these accounts no expression is intended, as to how far the former ought to be affected by Oliver's release of his mortgage claim to the representatives of Baum, or the latter from part of it being the consideration of the repurchase [of] ⅓ tracts 1 and 2, &c., from Baum.

| | |
|---|---|
| Balance due on Baum's account for lifting certificates, &c. - - - - - - | $2,567 92½ |
| Oliver's services and expenses, 19 years 9 months, and interest - - - - - - | 21,760 59 |
| Williams's service and expenses, 9 years 7 months 14 days - - - - - - | 11,611 95 |

The balances between Williams and Oliver, and between them and the other parties, cannot be adjusted until the court shall have determined which of the tracts, if any, shall remain in the hands of Williams and Oliver. The decree requires a report of sales, expenditures, &c., with regard to "*each tract.*" Tracts 1 and 2 have never been separated in the company accounts, but have, in all respects, been treated as one piece of property. It would be next to impossible to state a separate account for each tract. It is presumed the requisition was made without a knowledge of the difficulties of complying with it, and the accounts of both have been stated together. The same may be said of tracts 3 and 4, and 86 and 87, and the 3 quarter-sections. All which is respectfully submitted.

A. F. PERRY,
*Special Master Com'r.*

*Mem.*—Book Y had lost its cover, and was coming to pieces. I have procured it to be bound to preserve it - - $00 62½
Copyist charged for making two plats on file - 15 00
Postage on two letters to recorder of Monroe county, Mich. 37½
Personal expenses at Cincinnati and Toledo - - 100 00
Received for expenses of A. H. Ewing - - 50 00
" " Robt. Piatt - - 50 00

The following depositions were filed in evidence, and referred to by the master in his report, viz:

*Deposition of Andrew Mack.*

UNITED STATES OF AMERICA,

*State of Michigan, Wayne county, ss:*

Deposition of Andrew Mack, a witness, taken before me, Ross Wilkins, one of the judges of the court of the United States, within and for said State, at the office of Augustus S. Porter, in the city of Detroit, in said county and State, on the eighth day of April, one thousand eight hundred and thirty-seven, to be read in evidence on the part of the defendants in a suit in chancery, now pending in the seventh circuit court of the United States in the district of Ohio, wherein Robert Piatt is complainant, and William Oliver, Micajah T. Williams, Alexander H. Ewing and Mary P. Ewing his wife, Jacob Baum, David C. Baum, Kershner Baum, Ellen Baum, Benjamin M. Piatt, Philip Grandin and Hannah his wife, William M. Worthington, Israel T. Canby, Isaac Dunn and Frances his wife, Abraham S. Piatt, Nicholas Longworth, and Benjamin M. Piatt, administrators of John H. Piatt, deceased, and Samuel Perry, administrator of Martin Baum, deceased, are defendants; and which suit stands docketed thus:

ROBERT PIATT
*vs.*
WILLIAM OLIVER and others.

Andrew Mack, of the county of Wayne, and State of Michigan, aged about fifty-seven years, having been first duly cautioned and sworn to testify the whole truth in the cause aforesaid, deposeth and saith, that some time in the month of July, eighteen hundred and seventeen, this deponent attended a sale made by the United States of public lands in the town of Wooster, Ohio. The lands sold upon that occasion, in pursuance of public notice from the proper authorities, were the United States reservations at the rapids of the Miami of Lake Erie, and at the rapids of the Sandusky river. This deponent, previous to said sales, had become associated with a number of individuals residing at or near Cincinnati, for the purpose of speculating in said lands.

This company consisted of Martin Baum, Jesse Hunt, Jacob Burnet, William C. Schenck, William Barr, William Oliver, and this deponent, and were, at and subsequent to the sale hereafter mentioned, generally denominated "Baum and company," in contra-distinction to another company formed, as this deponent believes, for similar purposes, who were styled "Piatt and company." This last mentioned company consisted of four individuals who resided at or near Cincinnati, viz: Robert Piatt, John H. Piatt, William M. Worthington, and Gorham A. Worth. The organization of the last named company and its objects were unknown to

this deponent, and, he believes, to his associates, until after their arrival at Wooster, Ohio, two or three days before the said sale took place; when it was first made known to them by the declarations of Robert Piatt, the representative at said sales of the said "Piatt and company." It was here also first discovered that the mouth of Swan creek, in the twelve mile reserve, on the Maumee river, and the lots immediately around it, were to become the subject of strife and competition between the two companies.

This deponent, William Oliver, and William C. Schenck, the representatives of "Baum and company," had visited and carefully examined the Maumee river from the foot of the rapids to the mouth of Swan creek, and had come to the conclusion that this latter was the most important point for commercial purposes upon this river; and it was then determined by the representatives of the said "Baum and company" to purchase at the sale lots No. 1, 2, 3, and 4, extending on the river above and below the mouth of Swan creek upon the north side of said river. Also lots No. 86 and 87, lying directly opposite the mouth of Swan creek upon the south side of said river. This deponent, with his associates, repaired to the sales at Wooster a few days before they took place, as above stated, and without any knowledge at that time that they were to meet competitors for those lots. This deponent, at least, was ignorant of any one, other than himself and his associates, having thought of Swan creek as a commercial depot, until his arrival at Wooster near the time of the sales, when, as before stated, it was discovered that the representative of "Piatt and company," Robert Piatt, had selected the same point and the same lots which had been selected by the representatives of "Baum and company." When this fact was discovered, the rival parties had a meeting for the purpose, if possible, of effecting a compromise, the object of which was to prevent a competition between the said companies in bidding for, at said sale, and to purchase at as low rates as possible the said lots No. 1, 2, 3, 4, 86 and 87 for the joint account and benefit of the two companies. After a consultation between the said Robert Piatt, in behalf of the said "Piatt and company," and the persons present representing "Baum and company," at which meeting the said Robert Piatt threatened to run up these lots to high prices, unless terms of accommodation should be made. It was agreed that the said lots should be bid in by one or more persons belonging to one of the said companies, for the joint benefit of both; the ownership to be in the proportion of one undivided half to each company, and that the other company should forbear to compete as bidders, in consideration of an equal participation by the two companies in ownership in the proportions above stated. This agreement was fully carried into effect at the said sale; the said lots 1, 2, 3, 4, 86 and 87 were bid in without competition between the said two companies, and the certificates were issued, as this deponent believes, to Martin Baum, who held the same for him-

self, and in behalf of the persons composing the said two companies. From the lapse of time since the said sales, this deponent cannot state particularly the language used by the parties in forming this combination for the purchase of said lots, but he distinctly recollects, and has here stated in substance, the whole transaction; and that the motives of the two companies in uniting their interests, as above stated, was to avoid paying the high prices for said lots, which they apprehended would be the result to one or the other of said companies of a competition between them in their purchase.

*Interrogatory propounded by defendant.*

*First.* If the combination between the two companies, in the purchase of said lots of land, had not been effected, would or would not those lands have sold for a greater sum than they did sell for?

Answer. I myself, as one of the Baum company, would have given near double the amount they sold for, rather than have lost them.

*Interrogatory propounded by defendant.*

*Second.* Was there any other inducement on the part of the two companies for entering into the combination, in the purchase of the said tracts of land, than a desire to avoid a loss by bidding against each other; and if any, what that inducement?

Answer. There was no other inducement whatever, to my knowledge or belief.

*Interrogatory propounded by defendant.*

*Third.* Did the two companies, at the said sales, purchase any other lands besides lots Nos. 1, 2, 3, 4, 86 and 87; and if any, were said additional purchases made for their joint account, or were they made and held by them as separate and distinct companies?

Answer. Each company purchased at said sales other lands on its own account, but no other in which the said companies held a joint interest, or in the purchase of which they combined in the biddings.

*Interrogatory propounded by the defendant.*

*Fourth.* Was the said Robert Piatt the sole representative of the Piatt Company in attendance at the said land sales at Wooster, or did he, or did he not, take an active and influential part in bringing about the combination between the two companies, by which the said lots Nos. 1, 2, 3, 4, 86 and 87, were purchased?

Answer. He was the sole representative of the said company in attendance at said sales, so far as I know or believe. From my recollection, he acted a conspicuous part in the consultation which led to the combination, and I believe he had his full share of influence in effecting it.

*Fifth interrogatory propounded by defendant.*

Did you part with your interest in said lots Nos. 1, 2, 3, 4, 86 and 87? If so, when?

Answer. I parted with my entire interest in said property, or lots, before the year 1819.

*Sixth, propounded by defendant.*

Have you since acquired any interest in said lands, and have you now any interest in them, or in the event of this suit?

Answer. I have neither acquired any interest in said lands, or held any, since 1819; and have no interest, directly or indirectly, in the event of this suit.

ANDREW MACK.

UNITED STATES OF AMERICA,
*State of Michigan, Wayne county, ss:*

I, Ross Wilkins, judge of the United States court for the district of Michigan, do hereby certify, that on the eighth day of April, in the year of our Lord one thousand eight hundred and thirty-seven, at the city of Detroit, in the county and State aforesaid, being the time and place mentioned in the caption, before me came personally the above named Andrew Mack, and after being carefully examined and cautioned, and sworn to testify the whole truth in the cause aforesaid, did, in my presence, subscribe the foregoing and annexed deposition, after the same was reduced to writing in my presence, in his own respective hand; that I am not of counsel or attorney to either of the parties in the cause aforesaid, or in any manner whatever interested in the event thereof; that no notice was given to the complainant, or his attorney or agent, as neither of them is within one hundred miles of the said place of the taking of this deposition, and that the said Andrew Mack lives and resides in the county of Wayne, and State aforesaid, at a greater distance than one hundred miles from the city of Columbus, in the district of Ohio. All of which is certified at the city of Detroit, in the county and State aforesaid, by me, this eighth day of April, A. D. 1837.

ROSS WILKINS,
*Judge of the district court of the United States for the district of Michigan.*

DISTRICT COURT OF THE UNITED STATES,
*for the district of Michigan, ss:*

[L. S.] I, John Winder, clerk of the court aforesaid, do hereby certify that the honorable Ross Wilkins, before whom the foregoing deposition was taken, is the judge of the district court of the United States for the district of Michigan, duly commissioned and qualified, and that the above signature, purporting to be his, is genuine.

In testimony whereof, I have hereunto set my hand, and affixed the seal of said court, at Detroit, this eighth day of April, in the year of our Lord one thousand eight hundred and thirty-seven, and of the independence of the United States the sixty-first.

JNO. WINDER, *Clerk.*

*Deposition—Austin E. Wing.*

UNITED STATES OF AMERICA,
*State of Michigan, county of Monroe, city of Monroe:*

Deposition of Austin E. Wing, a witness, taken before me, Dan. B. Miller, mayor of the said city of Monroe, in said State, at the office of Wing and Noble, in said city and county, on the thirteenth day of September, in the year of our Lord one thousand eight hundred and thirty-nine, to be read in evidence on the part of the defendants, in a suit in chancery now pending in the seventh circuit court of the United States, in the district of Ohio, wherein Robert Piatt is complainant, and William Oliver, Micajah T. Williams, Alexander H. Ewing and Mary P. Ewing his wife, Jacob Baum, David C. Baum, Kershner Baum, Ellen Baum, Benjamin M. Piatt, Philip Granden and Hannah Granden his wife, William M. Worthington, Israel T. Canby, Isaac Dunn and Frances his wife, Abraham S. Piatt, Nicholas Longworth and Benjamin M. Piatt, administrators of John H. Piatt, deceased, and Samuel Perry, administrator of Martin Baum, deceased, are defendants, and which stands docketed thus:

ROBERT PIATT
vs.
WILLIAM OLIVER & others.

Austin E. Wing, of the city and county of Monroe aforesaid, and State of Michigan, aged about forty-seven years, having been first duly cautioned and sworn to testify the whole truth in the cause aforesaid, deposeth and saith: That about *in* the year one thousand eight hundred and seventeen, when the lots embraced in the town plat of Port Lawrence, then in the Territory of Michigan, were sold, I was on the Maumee, and attended a sale of the whole or a part of said lots, at which Major William Oliver and Gen'l Schenck were present, and appeared to be the active managers of the property. At [that] time I became a purchaser of, I think, three lots for myself and friends, and received certificates of purchase; at which time I made a part payment, according to the terms of the sale, and was to receive title when title should be received from Government by the proprietors, or Martin Baum, the trustee of the company. Some time afterwards, but before title was received by the purchasers, it appeared that the tract upon which the said town was laid was, under the relief law, as it was familiarly termed, of, I think, 1820, surrendered to the Government. Efforts were then

made by myself, in common with other purchasers, to obtain remuneration for moneys paid at the sale of lots. Major Oliver, having been ostensibly the active agent at the sale, and the only one known to the purchasers as interested, who was in the habit of visiting this country afterwards, was applied to, and pressed for the repayment of the moneys paid at the sale. Major Oliver did arrange with me for the amount of my purchase, and, from my acquaintance with the parties at the time, have reason to believe that he liquidated the most, if not all, claims of a similar kind in this section of the country. I was informed, however, by Major Oliver, at the time he was liquidating these claims, and at various times afterwards, that some of his former associates, and I recollect particularly the name of Piatt, had refused to bear their proportion in liquidating these claims, and in defraying other incidental expenses; that he was compelled, in order to save the reputation of the company, to meet these claims, principally from his own funds; and was subsequently informed by him that the Piatts, and perhaps others of the company, had refused to do any thing further in the concern, and had abandoned him to get along with it in the best manner he could; and also, that, in order to reimburse himself the funds he had advanced, he had been compelled to resort to a suit in attachment against the Piatts, and perhaps others.

During the pending of that suit, I saw Major Oliver, I think, two or three times; whether during the pendency of that suit, or about the close of it, I cannot recollect with precision; but after Major Oliver had informed me that his connection with the Cincinnati Company, so called, was dissolved, he made application to the trustees of the University of Michigan, (of whom I was one,) who, under the direction of the Secretary of the Treasury, and after the surrender by the Cincinnati Company of the same, had located for said University the tract so surrendered, upon which the said plat was laid, for an exchange of property, viz: that the trustees of the University would surrender their location of the tract containing the town plat aforesaid, to him, upon his conveying, or causing to be conveyed, to the said University, certain other tracts of land, adjoining the aforesaid tract, and in the neighborhood of the same, as an equivalent; whereupon, I was appointed, by resolution of said trustees, to visit the grounds with Major Oliver, and report upon the expediency of making the proposed exchange. In obedience to that resolution, I accompanied Major Oliver, and made the examination. The tracts pointed out to me for examination by Major Oliver, and which he proposed to give in exchange for the Port Lawrence fraction, so called, were, as I understood by him, or [at] least a part of them, those upon which he had levied an attachment, and soon expected, by virtue of purchase under his attachment suit, to become the legal owner, but for the time being, the legal title was in the hands of Martin Baum. I reported to the trustees of the University in favor of making the proposed exchange,

and recommended to receive about two acres for one. In that report, however, I regarded Martin Baum as the only one who, at that time, could make the conveyance to the trustees a perfect one, and therefore inserted the name of Baum as principal in the transaction, understanding that Major Oliver would have no difficulty in obtaining from Mr. Baum the requisite conveyance. In short, I was under the impression that Mr. Baum, if not then directly interested in the negotiation, was ultimately to become so; but from the want of legal title in Major Oliver, he was regarded, for the purposes of consummating that negotiation, as merely an agent.

I am clear, however, in my impressions, derived from conversations with Major Oliver, not only at the time of that negotiation, but in subsequent conversations, that Major Oliver did not regard that negotiation as embracing any identity of interest with the old Cincinnati Company; but, on the contrary, that whoever else of the individuals of the old company he might ultimately associate with himself in this new purchase, the Piatts, at least, were not to be of the number.

My recollection of dates and particular circumstances is, of course, at this late period of time, comparatively indistinct; but the above are the impressions which rest upon my mind, and none of them have been derived from an acquaintance or conversations with any of the parties concerned, except Major Oliver; but have been derived mostly, if not entirely, from conversations with Major Oliver, in my intercourse with him in business and otherwise, from 1817 up to this time.

AUSTIN E. WING.

DAN. B. MILLER, *Mayor.*

STATE OF MICHIGAN, *county of Monroe, city of Monroe:*

I, Dan. B. Miller, mayor of the city of Monroe, in said county and State of Michigan, do hereby certify, that on the thirteenth day of September, in the year of our Lord one thousand eight hundred and thirty-nine, at the said city of Monroe, in the county and State aforesaid, being the time and place mentioned in the caption, before me came personally the above named Austin E. Wing, and after being carefully examined and cautioned, and sworn to testify the whole truth in the cause aforesaid, did, in my presence, subscribe the foregoing and annexed deposition, after the same was reduced to writing in his own respective hand; that I am not of counsel or attorney to either of the parties in the cause aforesaid, or in any manner whatever interested in the event thereof; that no notice was given to the complainant, or his attorney, or agent, as neither of them is within one hundred miles of the said place of the taking of this deposition; and that the said Austin E. Wing, lives and resides in the said city of Monroe, in said county and State aforesaid, at a greater distance than one hundred miles from the city of Columbus, in the district of Ohio.

All of which is certified at the city of Monroe, in the county
[L. S.] and State aforesaid, by me, this thirteenth day of September, A. D. 1839.

DAN. B. MILLER,
*Mayor of the said city of Monroe, in said county and State.*

STATE OF MICHIGAN, *city and county of Monroe, ss:*

I, Carlos Colton, clerk of the city and county of Monroe, do hereby certify that Dan. B. Miller, esquire, is mayor of said city of Monroe, duly elected and qualified, and that his signature above written is genuine; that the seal thereto affixed, is the seal of said city.

In testimony whereof, I have hereunto set my hand, and
[L. S.] affixed the seals of the city of Monroe, and of the circuit
[L. S.] court for said county, at the city of Monroe, this thirteenth day of September, A. D. 1839.

CARLOS COLTON, *Clerk.*

STATE OF MICHIGAN, *county of Monroe, ss:*

I, Wolcott Lawrence, senior associate judge of the circuit court for the county of Monroe, in the State of Michigan, do hereby certify that Carlos Colton, whose name is subscribed above, is the clerk of the said circuit court, and of the city and county of Monroe, and that his signature above written is genuine, and that the seals thereto affixed are the respective seals of the said circuit court, and of said city of Monroe, and that his attestation is in due form, and full faith is to be given to the same.

In witness whereof, I have hereunto set my hand this thirteenth day of September, one thousand eight hundred and thirty-nine.

WOLCOTT LAWRENCE,
*Senior Associate Judge of Circuit Court, Co. of Mon., M.*

STATE OF MICHIGAN, *county of Monroe, city of Monroe:*

I, Dan. B. Miller, mayor of said city of Monroe, in said county and State, do hereby certify that Carlos Colton is clerk of the mayor's court of the city of Monroe, that the seal annexed to his foregoing certificate is the seal of the said mayor's court, and that the attestation of the said clerk is in due form.

DAN. B. MILLER,
[L. S.] *Mayor of said city of Monroe in said State.*

UNITED STATES OF AMERICA,
*State of Michigan, county of Monroe, ss:*

I, Carlos Colton, clerk of the circuit court for the county of Monroe, do hereby certify that the honorable Wolcott Lawrence, who has signed the foregoing certificate, is a judge of the circuit court for said county of Monroe, duly elected and qualified, and that the above signature, purporting to be his, is genuine.

In testimony whereof, I have hereunto set my hand, and affixed the seal of said circuit court at Monroe, this fourteenth day of September, in the year of our Lord one thousand eight hundred and thirty-nine.

[L. S.]

CARLOS COLTON, *Clerk.*

UNITED STATES OF AMERICA,
*State of Ohio, county of Lucas, city of Toledo :*

*Deposition—B. F. Stickney.*

Deposition of Benjamin F. Stickney, a witness, taken before me, Hezekiah D. Mason, mayor of the said city of Toledo, in said State, at the office of said mayor, as aforesaid, on the sixteenth day of September, in the year of our Lord one thousand eight hundred and thirty-nine, to be read in evidence on the part of the defendants, in a suit in chancery now pending in the seventh circuit court of the United States, in the district of Ohio, wherein Robert Piatt is complainant, and William Oliver, Micajah T. Williams, A. Ewing and Mary P. Ewing his wife, Jacob Baum, D. C. Baum, Kershner Baum, Ellen Baum, Benjamin M. Piatt, Philip Grandin and Hannah Grandin his wife, William M. Worthington, Israel T. Canby, Isaac Dunn and Frances his wife, Abraham S. Piatt, Nicholas Longworth, and Benjamin M. Piatt, administrators of John H. Piatt, deceased, and Samuel Perry, administrator of Martin Baum, deceased, are defendants, and which stands docketed thus :

ROBERT PIATT
vs.
WILLIAM OLIVER and others.

Benjamin F. Stickney, of the city of Toledo, county of Lucas aforesaid, and State of Ohio, aged about sixty-six years, having been first duly cautioned and sworn to testify the whole truth in the cause aforesaid, deposeth and saith, that the first sale of lands by the United States, on the Miami river of Lake Erie, took place in 1817; it was the lands known as the twelve-miles square reservation, including tracts Nos. 1 and 2. Immediately subsequent to this sale, the town of Port Lawrence was laid out on the same—it now constitutes a part of the city of Toledo. At this time there was a great excitement of land speculation, and lands sold high. In about two years after this period the excitement subsided. In the year 1820 I bought of the United States the land adjoining tract No. 1, above mentioned, on which the principal part of the city of Toledo is now built, for one dollar and twenty-five cents per acre. In 1824, lands in the immediate vicinity of Port Lawrence fell much below the minimum price of the United States; in one instance lands near Port Lawrence were appraised, under oath, at less than one dollar per acre—the exact sum is not recollected. In one of the years 1833 or 1834, Daniel O. Comstock informed this deponent that he purchased lands of the United States for one dollar

and twenty-five cents per acre now lying within the city limits of Toledo, being near the western line of said city limits. About this time there were large tracts of land belonging to the United States, lying in the neighborhood of the present site of Toledo, unsold. In 1834, a new excitement in land speculation in Toledo and its neighborhood, and [in] 1836 it arose to its highest pitch; the best lots sold as high as one hundred and fifty dollars a foot front. At this time some wild lands in the vicinity of Toledo sold as high as one thousand dollars per acre. B. F. STICKNEY.

STATE OF OHIO, *county of Lucas*, *city of Toledo:*

I, Hezekiah D. Mason, mayor of the city of Toledo, in said county and State of Ohio, do hereby certify, that, on the sixteenth day of September, in the year of our Lord one thousand eight hundred and thirty-nine, at the said city of Toledo, in the county and State aforesaid, being the time and place mentioned in the caption, before me came personally the above named Benjamin F. Stickney, and after being carefully examined, and cautioned, and sworn, to testify the whole truth in the cause aforesaid, did, in my presence, subscribe the foregoing and annexed deposition, after the same was reduced to writing, in his own respective hand. That I am not of counsel or attorney to either of the parties in the cause aforesaid, or in any manner whatever interested in the event thereof. That no notice was given to the complainant, or his attorney or agent, as neither of them is within one hundred miles of the said place of the taking of this deposition; and that said Benjamin F. Stickney lives and resides in the said city of Toledo, in said county and State aforesaid, at a greater distance than one hundred miles from the city of Columbus, in the district of Ohio.

All of which is certified at the city of Toledo, in the county and State aforesaid, by me, this sixteenth day of September, A. D. 1839, and that the scrawl hereto affixed is adopted and used, for the time being, as the seal of said city.

HEZEKIAH D. MASON, [L. S.]
*Mayor of the said city of Toledo, in said county and State.*

STATE OF OHIO, *Lucas county, city of Toledo, ss:*

I, Charles W. Hill, clerk of the city of Toledo, in the county and State aforesaid, do hereby certify, that Hezekiah D. Mason, esquire, is mayor of said city of Toledo, duly elected and qualified, and that his signature above written is genuine, and that the scrawl thereto affixed is adopted and used, for the time being, as the seal of said city.

In testimony whereof, I have hereunto set my hand, and affixed [L. S.] the scrawl adopted and used, for the time being, as the seal of said city, said city having no other seal in use.

CHAS. W. HILL,
*Clerk of the city of Toledo, county and State aforesaid.*

[REC. XCV, J. T. 1843.]—42

STATE OF OHIO, *county of Lucas, city of Toledo:*

I, Hezekiah D. Mason, mayor of the said city of Toledo, in said county and State, do hereby certify, that Charles Hill is *is* clerk of the city of Toledo, and that the scrawl annexed to his forego certificate is adopted and used, for the time being, as the seal of said city.

H. D. MASON, [L. S.]
*Mayor of the city of Toledo, Lucas county, and State of Ohio.*

STATE OF OHIO, *city of Cincinnati, ss:*

Before me, Samuel W. Davies, mayor of said city, personally appeared W. W. Oliver, and made oath that he personally served a copy of the annexed notice, marked A, on Robert Piatt, in Boone county, Kentucky, on Friday morning, the 22d day of Nov., 1839.

W. W. OLIVER.

At the same time and place came J. C. Hall, and made oath that he served a copy of the notice aforesaid on A. H. Ewing and Mary P. Ewing his wife, on Nicholas Longworth and Benjamin M. Piatt, administrators of John H. Piatt, deceased, Benjamin Piatt and Schenck, through Wright & Walker, solicitors. J. G. Worthington not found on the 23d November, 1839.

JAMES C. HALL.

STATE OF OHIO, *city of Cincinnati:*

I, Samuel W. Davies, mayor of said city, do hereby certify, that W. W. Oliver and James C. Hall appeared before me, and severally made oath, that the foregoing statements, to which they have respectively signed their names, are true.

Given under my hand and seal of said city, this 27th November, [L. S.] 1839.

SAM'L W. DAVIES, *Mayor.*

UNITED STATES CIRCUIT COURT, *District of Ohio:*

WM. OLIVER, MICAJAH T. WILLIAMS & others, *ads.* ROBERT PIATT. } In chancery.

You are hereby notified that the defendants, William Oliver and Micajah T. Williams, will take the depositions of Thomas D. Carneal, Jacob Burnet, George W. Jones, and others, before me, mayor of the city of Cincinnati, at the mayor's office in Third street, between Main and Sycamore streets, in said city, on Monday, the twenty-fifth day of November, A. D. 1839, between the hours of 9 o'clock, A. M., and 5 o'clock, P. M., of that day, and to continue from day to day until all said depositions be taken; to be read as evidence on the trial of the above cause.

To ROBERT PIATT, A. H. EWING and MARY P. EWING, wife of said A. H. Ewing, NICHOLAS LONGWORTH, and BENJAMIN M. PIATT, administrators of J. H. Piatt, deceased, SCHENCK, and JOHN G. WORTHINGTON.

SAM'L W. DAVIES,
*Mayor.*

*Nov.* 21, 1839.

*Depositions—T. D. Carneal and G. W. Jones.*

UNITED STATES CIRCUIT COURT, *District of Ohio:*

ROBERT PIATT
vs.
WILLIAM OLIVER and others. } In chancery.

The depositions of Thomas D. Carneal and George W. Jones, taken at the instance of William Oliver, in pursuance of the annexed notice, before Samuel W. Davies, mayor of the city of Cincinnati, on the 25th and 26th days of November, 1839, between the hours of 9 o'clock, A. M., and 5 o'clock, P. M., of said days, at the said mayor's office in the city of Cincinnati, between Main and Sycamore streets, on the north side of Third street, a place more than one hundred miles distant from Columbus, Ohio, the place of hearing the above cause. The said Thomas D. Carneal, who lives at a greater distance from Columbus, Ohio, than one hundred miles, to wit, at Cincinnati, Ohio, being about to go out of the State of Ohio, and to a greater distance from Columbus, Ohio, than one hundred miles, and also being advanced in years, and being now produced and carefully examined, cautioned, and sworn, to tell the whole truth, deposeth and saith as follows, to wit:

Before the sale of public lands was to take place, Robert Piatt, of Boone county, Kentucky, said to me, there would be sold lands at the mouth of Swan Creek, and near thereto, formerly entered or purchased by Baum & Co., of which he and John H. Piatt were a part of that company, and which lands had been relinquished to the Government. That he considered them of immense value, and if I would furnish him with the money, he would go to Delaware, where the lands were to be sold, and purchase those lands on joint account and divide the profits. I named the proposition, made to me by Piatt, to Col. Ed. Colston, and he agreed to join in the speculation. The agreement was, that Colston and myself was to furnish the money, and the company lands thus to be purchased by Piatt, was to [be] on joint account of Colston, Piatt, and Carneal, a third each. The lands when sold, first to refund back the purchase money and interest to Carneal and Colston, and the profits to be equally divided between the three. The money was furnished by me to Piatt, at Columbus, Ohio; from which place, Piatt went to Delaware to attend the sale. The sale did not take place, and he, Piatt, returned the purchase money. I think the advance was made the latter part of June, 1827. He, Piatt, represented those relin-

quished lands as [of] immense value. Those relinquished lands were at or near the mouth of Swan creek, emptying into the Miami of Lake Erie, and were lands, Piatt informed me, formerly relinquished by Baum & Co. to the Government, as mentioned *as* above; and no other persons were, to my knowledge, to have interest in the lands thus to be purchased, and if there was, it was interest only so far as Piatt was concerned, and without my knowledge or privity. The sale was under proclamation of the President of the United States, at Delaware, to which I refer as above; and Piatt told me the sale of those company lands did not take place.

TH. D. CARNEAL.

And now, on this, the 25th day of November, 1839, having closed the above deposition of Thomas D. Carneal, and the hour of five o'clock, P. M., having arrived, and said depositions not being completed, the further taking thereof is adjourned until to-morrow, to wit, the 26th day of November, 1839, between the hours of 9 o'clock, A. M., and 5 o'clock, P. M.

And now, the 26th day of November, 1839, at the place aforesaid, George W. Jones was produced, who is advanced in years, and lives at Cincinnati, at a greater distance than one hundred miles from Columbus, Ohio; and being carefully examined, cautioned, and affirmed to tell the whole truth, deposeth and saith as follows, to wit:

*G. W. Jones' deposition.*

The said George W. Jones, of lawful age, being duly affirmed, deposeth and says as follows, to wit: Some time, I believe, in the summer or spring of 1827, the precise period I cannot state, Martin Baum, of the city of Cincinnati, now deceased, called on me, this deponent, and suggested my taking an interest in the purchase of some lands, at the mouth of Swan creek, at the west end of Lake Erie, which he represented as having belonged to a company, of which he had been a member, and which had been relinquished by said company to the United States; and the sale of said (two tracts or lots of) land was shortly to be made by the United States, at a public sale to be held in the district in which these lands are located. The difficulty of procuring money at that time induced Mr. Baum to seek my aid for the purpose of purchasing said tracts or lots; the favorable report he gave of said lands, influenced me to advance the sum of or near two thousand dollars for the intended purchase; this advance was made under a written agreement between this deponent and Mr. Baum, in which it was stipulated that he and I, and Major William Oliver, should have each one-third of the lands if purchased by Mr. Baum; leaving it, however, with this deponent to take said interest, or to require the money advanced. It was represented by Mr. Baum, on his return to Cincinnati from said sale, that the lands had not been purchased, in consequence of the said

two tracts not having been offered, and the money advanced was refunded to me by Mr. Baum.

Mr. Baum at no time intimated that any other person was to be interested in the intended purchase than himself, Major Oliver, and this deponent, nor did he suggest that any other person could interfere with the purchase if made. The written agreement referred to above was retained for some time, and afterwards destroyed by this deponent. The two lots referred to, are those on which a town plat called, I believe, Port Lawrence, had been laid out, before the relinquishment of said lots to the General Government, founded on the representations of Mr. Baum.

And further, this deponent saith not.

GEO. W. JONES.

STATE OF OHIO, *city of Cincinnati, ss:*

I, Samuel W. Davies, mayor of the city of Cincinnati aforesaid, do hereby certify, that I am mayor of the city of Cincinnati aforesaid, and that I am not of counsel or attorney to either of the parties in the above cause, or interested in the event of said cause; and that [I] caused a notification of the time and place of taking the aforesaid depositions to be served on the said Robert Piatt, by a copy of the annexed notice, left with him at his residence in Boone county, Kentucky, about forty miles from the city of Cincinnati aforesaid, on the 22d day of November, 1839, as appears from the affidavit of W. W. Oliver, who served the same. And also upon J. C. Wright, counsel for Alexander Ewing and others, by a copy of said notice left with him at his office, in the city of Cincinnati aforesaid, on the 23d day of November, 1839, as appears from the affidavit of James C. Hall, who served the same.

And I do further certify, that the said Thomas D. Carneal lives in the city of Cincinnati aforesaid, and more than one hundred miles from Columbus, Ohio; that he is advanced in years, and was, at the time of taking his deposition aforesaid, about to go out of the State of Ohio, and to a greater distance than one hundred miles from Columbus, Ohio; and that the said Thomas D. Carneal was carefully examined, cautioned, and sworn by me, to testify the whole truth, and the first above deposition is by him subscribed, and was given and reduced to writing by himself in my presence, at the mayor's office, in the city of Cincinnati, between Main and Sycamore streets, on the north side of Third street, a place more than one hundred miles distant from Columbus, Ohio, on the 25th day of November, 1839, between the hours of 9 o'clock, A. M., and 5 o'clock, P. M.; and that the taking of said deposition on that day, the hour of five o'clock, P. M., having arrived, and said depositions not being closed, I adjourned the further taking thereof, under said notice, and in pursuance thereof, until the next day, to wit, the 26th day of November, 1839, between the same hours, when, at the same place, to wit, at the mayor's office aforesaid,

George W. Jones, a resident of Cincinnati aforesaid, lives more than one hundred miles from Columbus aforesaid, was produced, and being advanced in life, and also carefully examined, cautioned, and affirmed by me, to tell the whole truth, and the above second deposition is by him subscribed, and was given and reduced to writing by himself, in my presence, at the mayor's office aforesaid, on the 26th day of November, 1839, between the hours aforesaid, in pursuance of said adjournment. And the said depositions being closed, I herewith seal up the same, with the reasons for taking the same, and a copy of the notices served on the adverse parties, with the affidavit of service.

In testimony whereof, I have hereunto subscribed my name
[L. S.] and affix the seal of the city of Cincinnati, at my office in said city, this 27th day of November, 1839.

SAM'L W. DAVIES, *Mayor.*

Fee—10 dollars, paid by defendants.

*W. M. Corry's deposition.*

U. S. CIRCUIT COURT FOR OHIO.

ROBERT C. SCHENCK, assignee, &c., ads. ROBERT PIATT.

William M. Corry, of Cincinnati, before me personally came, and being duly sworn to speak the truth, and the whole truth, touching the matters in controversy between the parties to the above entitled cause, says: that, in the month of October, 1836, the deponent accompanied Mr. Schenck, at his request, to the house of Major W. Oliver, some three miles below the city of Cincinnati, where we found said Oliver, and had a long interview with him of about one hour. Mr. Schenck produced the original bond for a title to lot No. 1, in Port Lawrence, made, I think, by Martin Baum to Egbert T. Smith, his brother-in-law, in 1817, with a regular assignment, duly executed, from, I think, Smith's heirs to Schenck, dated, if I recollect, in 1835 or '6. Mr. S. also produced a list of some 20 or 30 lots in Major Oliver's handwriting, and of an old date, with the names of the vendees set opposite, and it is my impression that there was a column for "*remarks*," under which head were sundry memoranda referring, as well as now remembered, to the original terms of sale, and to the state of the title, when the paper was made out. I think Smith's name was on it, opposite No. 1, but I may be mistaken. The memorandum referred to lots on the original plan of Port Lawrence. Upon these two documents, Mr. Schenck requested Major Oliver to permit him to pay up what appeared to be in arrear of the purchase money, with all the interest to the time of the application, and, upon the receipt thereof, to make him (S.) a deed for the premises. Major Oliver declined doing either, for reasons which I did not hear distinctly, as I was

then conversing with his lady in another part of the room. But Mr. Schenck endeavored to answer him, and to satisfy him that he had the full power to make him the deed, at the same time reiterating his offer of the purchase money and interest, &c. At last, however, I understood the Major to say that he did not now feel bound to make Smith or his assignee a deed, owing to the lapse of time and the death of Mr. Baum, between whom and himself some arrangement had been made in the premises, of which no writing existed, and which could not now be consummated, as Baum's heirs refused to recognise the contract of their ancestor. He complained of that as a hardship which exonerated him from all liability to the requisition of a deed on Smith's bond, and likewise said that he thought Smith and his representatives had slept too long on their rights.

Deponent further states, that for several months prior to the 27th May, 1827, the Port Lawrence bond for lot No. 1 aforesaid, assigned as above, together with the memorandum heretofore referred [to,] were in his possession; and that, on that day, he sent said title bond to Mr. Schenck at Dayton, and shortly after returned to Alex. H. Ewing (who is son-in-law to Martin Baum, deceased) the memorandum which he had before handed to me at Mr. Schenck's request. Since then, he has not seen either document.

W. M. CORRY.

Sworn and subscribed before me, this 14th Dec., 1839.

WM. H. H. TAYLOR,
*Deputy clerk, Ham. county pleas, Ohio.*

UNITED STATES CIRCUIT COURT, *district of Ohio.*

WILLIAM OLIVER and MICAJAH T. WILLIAMS, and others, ads. ROBERT PIATT. } In chancery.

The complainant and his counsel, and all others interested, are hereby notified that the above named defendants, Oliver and Williams, will proceed, on the fifth day of March, 1840, between the hours of nine o'clock A. M. and five o'clock P. M., at the office of Nathaniel Wright, esq., in Cincinnati, on Main street, between Fourth and Third streets, to take the depositions of Jacob Burnet and George W. Jones, and others, to be read as evidence on trial of the above cause; and that they will continue from day to day, between the same hours, and at *at* the same place, until all said depositions shall be taken; of all which you will please take notice.

Feb. 29, 1840. V. WORTHINGTON, *Sol.*

STATE OF OHIO, *Hamilton county, sct.*

W. Washington Oliver, of lawful age, being duly sworn, on oath says: that he served a written copy of the above notice on Robert

Piatt, esq., the complainant above named, on Saturday, the 29th day of February, 1840, and on Messrs. Wright and Walker, sol's for defendants, Schenck and others, on the 2d March, 1840, and on John G. Worthington, defendant, on the 2d March, 1840; and further saith not.

W. W. OLIVER.

Sworn to and subscribed before me, March 5th, 1840.

TALBOT JONES,
*Notary within named.*

UNITED STATES CIRCUIT COURT, *district of Ohio.*

WILLIAM OLIVER, MICAJAH T. WILLIAMS, and others, ads. ROBERT PIATT. } In chancery.

The depositions of Jacob Burnet, George W. Jones, Nathaniel Wright, and W. G. W. Gano, taken on the part of Oliver and Williams pursuant to the annexed notice, and certified below, to be read in evidence on the trial of the above cause.

1.—*Deposition of J. Burnet.*

Jacob Burnet, of Cincinnati, of lawful age, being first duly sworn, deposes and says, as follows: I was a member of a land company consisting of Martin Baum, Jesse Hunt, and others, formed about twenty-two years ago for the purchase of public lands then about to be sold at Wooster, in the State of Ohio. Martin Baum was appointed agent of the company; and it is my impression that he was vested with general powers to make such disposition of the lands purchased by the company as he might judge would be for their interest. The individuals composing the company made the advances which it was supposed would be required to complete the first payment on the purchases which should be made on their account. After the law of Congress had passed, about the year 1821, granting relief to the purchasers of public lands, a meeting of the company was called, at which it was agreed that the high-priced lands, the numbers of which I do not remember, should be relinquished under that law, and the money paid on them applied on such low-priced lands as might be retained. The agent was directed to pursue that course, and, as I understood and believed, did pursue it. Shortly after the passing of the act of Congress authorizing an exchange of lands between Martin Baum and others and the University of Michigan, Martin Baum informed me that Major Oliver intended to lay out a town on the land he had obtained from the University, and that he had offered to admit him (Baum) and myself as partners, by paying our proportion of what the land had cost him. According to the best of my recollection, the sum to be paid by each was about fifteen hundred dollars. I think he in-

formed me, at the same time, that Micajah T. Williams had had the same offer made to him. He (Baum) further told me that he had determined to accept the offer, and advised me to do the same. I declined it, because I did not wish to engage in new speculations. Subsequently, Major Oliver made me a similar offer, which I declined from the said reason.

*Questions on the part of Major Oliver's counsel.*

Please describe the companies concerned in the purchase of the lands on which Port Lawrence was afterwards laid out.

Answer. The company to which I belonged consisted of Martin Baum, Jesse Hunt, William C. Schenck, Col. Mack, myself, and others. There was another company, in which John H. Piatt, G. A. Worth, William M. Worthington, Robert Piatt, were partners. These two companies became jointly interested in several tracts of land, on some of which Port Lawrence was afterwards laid out. My impression is, that Martin Baum was recognised as the agent of both companies, so far as the lands on which Port Lawrence was laid out was concerned.

By same, 2. Please state whether any, and what, writings existed between Martin Baum and the company, showing his authority or obligations as trustee or agent.

Answer. I am not aware that any such writing was executed; it is my impression that the powers given to Mr. Baum were general and unrestricted, and that the company relied on his judgment and correctness in every thing relating to their interest. It was expected that he would lay out a town, and dispose of the lots as he might think best.

3. By same. Was it the practice of the company to meet often about their joint business, and give instructions to Mr. Baum?

Answer. The company did not meet often, nor did they frequently give instructions to Mr. Baum; they seemed to rely pretty much on his prudence and discretion.

By same, 4. Please state the causes which induced the relinquishment of the lands in question, and the abandonment of the project of building up a town at Port Lawrence.

Answer. The company were induced to avail themselves of the relief offered by the act of Congress, because, from the general embarrassment of the country, they found it difficult, and apparently impossible, to raise money necessary to secure all the lands they had purchased. As the difficulty was chiefly produced by the high priced lands, including those on which Port Lawrence had been laid out, it was determined those lots should be relinquished; at the same time the agent was authorized to make further relinquishments if he found it necessary. It seemed then to be the determination of all concerned not to make any further advances of money, but to secure, if possible, the amount which had been paid, by relinquishing to the United States as much of the land as the agent

should find necessary, to enable him to pay the sums due on the tracts which would be retained. The company were of opinion that it would be a less evil to abandon the town, than to make the sacrifices which must have been made to raise money to save it.

By same, 5. Please state what was the situation of the members of Port Lawrence Company in 1820, and subsequently, as to pecuniary embarrassments.

Answer. In 1820, and subsequently, the country was laboring under great pecuniary embarrassments, and it is my impression that every member of the company was very much pressed for money; and, as far as I heard them speak on the subject, it was their determination not to make further advances on the lands in question.

By same. Please state whether the tracts Nos. 1 and 2, on which Port Lawrence was laid out, were relinquished with the general assent of the company, and what induced them so to do.

Answer. The tracts on which Port Lawrence was laid out, which I believe were Nos. 1 and 2, were relinquished by the general consent of the company interested in them. The company were induced to relinquish those lands, principally, because of the high price at which they were purchased; another reason was the great reduction in the value of lands generally, the unusual scarcity of money, and a conviction that they would otherwise be forfeited to the Government.

By same. Please state what agreement or understanding there was among the members of the company, in relation to any future interest in the lots relinquished, or any efforts or intentions to repurchase them at any future day.

Answer. There was no understanding or agreement, of the character referred to in the interrogatory, nor was it contemplated that any future efforts would be made to obtain any portion of the relinquished lands.

By same. Please state whether there was any understanding among the members of the company, at the time they determined to relinquish, or at any time afterwards, that any further efforts should be made, by them, to build up a town on any of the lands they had held together.

Answer. I never heard of any understanding among the members of the company, at any time, either at or after the relinquishment, that an effort would be made to build up a town on any of their lands. It was my expectation, and the expectation of every member with whom I conversed, that as soon as the title to the unrelinquished lands could be perfected, the affairs of the company were to be settled up, and a division made among them of all the property that might remain.

By same. Please state what was the state of the market, and demand, and prices, for lands in the year 1817.

Answer. My memory does not enable me to state any thing specific; but we were induced to make the purchase, because we sup-

posed lands could be obtained on such terms as would afford the purchaser a handsome profit.

By same. Please state what was the nature of the authority, general or limited, given to the agents of the company who made the purchases at Wooster in 1817.

Answer. The agents sent out to purchase got their instructions from Mr. Baum. Mr. Baum was the general agent of the company. Personally I know of no other instructions, than that they should explore the land and make advantageous selections, and attend and make the purchases. There might have been specific instructions.

By same. Please state what report the agents made on their return from Wooster, in relation to the connexion between the Baum Company and the Piatt Company, in the purchase of the tracts at and near the site on which Port Lawrence was afterwards laid out; and how far their proceedings, in that matter, were ratified by the company.

Answer. I recollect that, after the agents of the Baum Company returned, they reported that, on their arrival at Wooster, they found that several tracts had been selected by them, and by the agents of the Piatt Company, among which were the tracts at and near the site where Port Lawrence was afterwards laid out; and that, to avoid collision, an agreement was made between the agents of the two companies, that those tracts should be purchased in for the mutual benefit of both companies, and that the purchases were accordingly made; the report of the agents was received, and their proceedings were confirmed or agreed to by the company.

By same. Please state whether there were any other lands purchased by the Baum Company in which the Piatt Company were not concerned.

Answer. There were a number of other tracts purchased by the Baum Company, in which the Piatt Company had no interest—among which were tracts at Lower Sandusky, and at the rapids of the Maumee; at both of which places towns were laid out under the direction of Mr. Baum.

By same. Please state whether Martin Baum purchased town lots in any of the towns laid out on the lands held by him as trustee, as aforesaid; and, if so, whether said purchases were objected to by the company.

Answer. Martin Baum and myself purchased several lots in the town laid out at Lower Sandusky. I never heard of any objection to the propriety of those purchases.

By same. State what was the reputation of John H. Piatt as a moneyed man and capitalist, and of his estate since his death as to solvency.

Answer. About the time the purchases were made at Wooster, John H. Piatt was reputed to be very wealthy. He had about that time large sums of money at his command. Since his death his estate has been represented to be insolvent.

By same. What was and is the reputation of William Steele's estate since his death, as to solvency.

Answer. I have generally understood it to be insolvent.

By the same. Was it known or understood, at the time of the relinquishment in 1821, that lots in Port Lawrence had been sold out by Martin Baum, and improvements made on them?

Answer. It was generally known that they had been so sold and improved.

By same. Did you know of any objections made by the company or its members, at that period, to any of the sales of the company lands, made by said Baum?

Answer. I did not.

By same. Was it understood or expected that the company lands remaining in the hands of said Baum would be used by him for the purpose of satisfying claims against the company, arising out of the relinquishment of the town site of Port Lawrence?

Answer. I have no recollection that there was any specific understanding on that subject.

By same. Please state whether the company, within your knowledge, or any one on behalf of the company, made any arrangements or propositions to repurchase any of the lands relinquished by the Port Lawrence Company, at the sales in Delaware in 1827, or at any other time.

Answer. I have no knowledge that any such arrangements were made, or that there was any proposition to that effect.

By same. Please state whether you were acquainted with the passage of a law authorizing the exchange of lands between Michigan University and Martin Baum and others, or of some similar tile. And if so, please state whether yourself, or either of the old land companies aforesaid, were concerned in that exchange, or are referred to in that law, by the name of Martin Baum and others, as you understood the matter.

Answer. While I was in Congress a law did pass of that character. I had no interest in it myself, and I did not enquire who had, further than the disclosures made on the face of the bill. I had no idea that the company, as such, had any interest in it; if I had had, I certainly would not have voted on it.

By same. Had you any knowledge of negotiations between William Oliver and the Michigan University in 1828 or 1829, in relation to any exchange of lands with them, or in relation to any such negotiation, at any time, for exchange of lands on behalf of the Port Lawrence Company?

Answer. I had not; all that I knew on that subject was derived from the papers before the Senate.

March 5th, 1840, at one o'clock, P. M., by agreement, duly adjourned the taking of these depositions till to-morrow, March 6th, 1840, at 9 o'clock, A. M.

T. JONES, *Notary.*

March 6th, 1840, at 9 o'clock, A. M.—Pursuant to the above named adjournment, comes Jacob Burnet, the above deponent, and further deposes and says as follows:

Question by J. G. Worthington, on behalf of Robert Piatt, complainant. Please state to what company you refer in the beginning of your deposition, of which you were a member, with Martin Baum, Jesse Hunt, and others.

Answer. Said company had no particular name that I remember. Martin Baum, Jesse Hunt, William C. Schenck, William Barr, Major Oliver, and others whom I cannot certainly name, were members of said company.

By same. Were John H. Piatt, and Robert Piatt, Gorham A. Worth, and William M. Worthington, members of said company?

Answer. They were not.

By same. Please state, if you know of any, and what, property was purchased at the sales at Wooster in 1817, for the joint benefit of the company to which you belonged, and that composed of John H. Piatt, Robert Piatt, Gorham A. Worth, and William M. Worthington.

Answer. Several tracts of land were purchased for the benefit of said two companies, at the sales at Wooster, referred to in the interrogatory. I am not able to say how many, or to give the numbers by which they were designated. I understood, and believe, that the town of Port Lawrence was afterwards laid out on a portion of the lands purchased for the joint benefit of said two companies; and that the lands, so purchased as aforesaid, were within the twelve miles reservation, at the rapids of the Miami of the Lake.

By same. Please state if it was not contemplated at the time of the purchase to lay off a town at the mouth of Swan creek.

Answer. I do not know what the agents who were sent out contemplated; but the company could not have had such contemplation, for they did not know that the purchases would be made, or that those lands would be purchased.

By same. Please state if the agents, upon their return from the sale, did not represent to the members of the said two companies that they had given a high price, viz: seventy-six dollars per acre, or thereabouts, for the tract at the mouth of Swan creek, and had purchased it for a town site; and whether or not, in a short time afterwards, agents were sent out by the members of said two companies to lay off a town on said site.

Answer. I do not recollect their giving any specific reasons for the price at which they purchased said lands; they spoke of it as being very valuable, and that other bidders drove them up to the price at which they purchased it. Sometime after the purchase (shortly after, I cannot recollect particularly) agents were sent out to lay off a town on said site.

By same. Please state to whom the original certificates of the tracts so purchased for the joint benefit of the two companies issued.

Answer. I am not confident to whom they issued. I do not think I ever saw them.

By same. Please state, if you can, *when* the certificates were assigned to Martin Baum, if they were not originally issued to him.

Answer. It is impossible for me to say at what time.

By same. Please state whether you attended to, or were informed of, the precise condition of the concerns of the Port Lawrence Company, that is, of the company to which you belonged, and that composed of John H. Piatt and others.

Answer. I paid but very little attention to the pecuniary transactions of the company. I cannot say from my own knowledge what was its condition, but understood that it was very much involved, and that there were very heavy claims against it, principally by individuals who had purchased and improved lots in the town of Port Lawrence.

By same. Please state if Martin Baum ever made a demand of you for the portion of the debt for which you were responsible as a member of the company, and whether you did not hear Mr. Baum frequently say that he would not receive from any individual member of the company his proportion of the debt due him for moneys said to be due him as trustee, and release him from his responsibility on the general account.

Answer. Martin Baum demanded money of me several times, for the purposes of the company. Every demand made by him I paid. I cannot state the amount of the payments with certainty, but am confident they exceeded seven hundred dollars; nor can I say to what uses they were applied. I never heard Mr. Baum say that he would not receive from any individual member of the company his proportion of moneys due; but I have heard him frequently complain that the members would not pay their proportions when called upon.

By same. Please state if the company to which you belonged did not purchase, at the land sales at Wooster, a considerable amount of lands besides that purchased for the joint benefit of the two companies; and whether Martin Baum was not trustee of your individual company, and the moneys, above paid, paid to him on general account.

Answer. The company to which I belonged did purchase a number of tracts besides those purchased jointly. Martin Baum was the general agent of the company to which I belonged; the moneys paid to him by me were paid on general account, as far as I was concerned. There was no specific appropriation mentioned.

By same. Please state if it were contemplated by the members of the two companies to sell the lands adjacent to the town plat, till the town lots were sold.

Answer. I have no knowledge on that subject.

By same. At what time did you first sell a portion of your interest, and at what price?

Answer. My memory will not enable me to state at what time, or at what price.

By same. Please state at what time you sold the residue of your interest to Martin Baum in both of said companies.

Answer. I did not sell to Martin Baum—I released to his heirs, to the best of my recollection, about three years ago; the time can be ascertained with certainty, by reference to the deed of release.

By same. Please state whether the papers now shown you, hereto attached, marked (A), (B), and (C)—two of which, viz: (A) and (B), are letters from Mr. Baum, and that marked (C) an account—are in the handwriting of Martin Baum.

Answer. The letters marked (A) and (B), I am confident, are in the proper handwriting of Martin Baum. The account, marked (C), I am confident, is not in the handwriting of Mr. Baum. The endorsement on that account, I am confident, is in the handwriting of Martin Baum. The words "Interest to be added to the time of settl't," at the bottom of the first page of said account, I believe is in the handwriting of Martin Baum.

March 6th, 1840, twelve o'clock, M., the taking of these depositions duly adjourned, by agreement of parties, till nine o'clock, A. M., March 7th, 1840.

March 7th, 1840, nine o'clock, A. M., comes the above deponent, Jacob Burnet, at the same place, and the examination direct being again resumed, further deposes and says as follows:

Question on behalf of Oliver and Williams, by counsel. Please state whether, between the years 1820 and 1825, Martin Baum was embarrassed and troubled with suits and want of money, or appeared so to be.

Answer. Between those periods Martin Baum was very much embarrassed; a number of suits were commenced against him, and I think a portion of his property was sold under execution; his sugar house, I think, was sold.

By same. Please state whether you recollect a meeting for the purpose of making partition of lands of said companies, in the latter part of 1822; and if so, what was then done?

Answer. I remember that, about that time, a number of the proprietors or partners of the Baum Company, as it is called, met for the purpose of dividing the lands that remained to them, at which time there was a partition made, and, I think, agreed to by the persons present; but I have no recollection that any conveyances were made in conformity to it. I have no knowledge of any partition being made, or attempted, of property belonging jointly to the two companies.

By the same. Please state to whom you sold or transferred your remaining interest in the land of said companies, as above stated, supposed to be about three years ago, and for what consideration.

Answer. About that time I relinquished all my remaining interest in those lands, for the benefit of the heirs of Martin Baum. I believe the release was given to Alexander H. Ewing and his wife, one of the heirs of Martin Baum. I received no pecuniary consideration for the release; my motive for executing it was, to avoid a contest with the heirs of Martin Baum, who are the relatives of my family.

By same. Did you know or understand anything of the claims due from Martin Baum, as agent of the company, to William Oliver, and the nature of them, if any?

Answer. I have frequently heard Mr. Baum say, that the company were largely in debt to Major Oliver; and I think I have heard him speak of the company debt as amounting to something like four thousand dollars, though I cannot state specifically to whom he said that amount was due. I have an impression that the claim of Major Oliver arose, in whole or in part, for liabilities incurred at Port Lawrence, for which he became liable on account of the company.

By same. Did you understand that any members of the Piatt Company refused to pay their contributions to Mr. Baum, or were called on for that purpose?

Answer. I know that Gorham A. Worth was called on for that purpose, and did refuse. I have no knowledge as to any other.

By same. Please state whether, in making the transfer for the use of the heirs of Martin Baum, as above mentioned, you suppose there was any interest in what were called the Port Lawrence lands, remaining to be transferred.

Answer. I did not consider myself as owning or claiming any interest in the lands that had been relinquished to the Government, and of course did not suppose that I was conveying any interest in those tracts. My understanding is, that Port Lawrence was laid out, in whole or in part, on the relinquished land.

By same. Please state whether you know of an application made by Martin Baum to Congress, in the winter of 1821 and '22, or 1822–'3, for relief in relation to relinquished tracts at Port Lawrence; and if so, whether it was made on his own motion, or by the direction of the company.

Answer. If I did know of such an application, it has entirely escaped my recollection. If such an application was made, it is probable that I knew it at the time.

J. BURNET.

By same. Was there any general meeting of the Baum Company or Piatt Company, or both of them, within your knowledge, after the meeting above referred to in 1822, in relation to partition?

Answer. I do not recollect that there was any meeting of the sort subsequent to that meeting; if there was, it has escaped my recollection.

By same. Please state how far Robert Piatt, the complainant, resides from Cincinnati; and whether he has, or has not, been seen frequently in that city within the last twenty-five years.

Answer. He resides in the State of Kentucky, about forty-five miles from Cincinnati, by the course of the river; the distance by land is considerably less. I have seen him in Cincinnati very frequently, within the last twenty-five years. And further saith not.

J. BURNET.

Also, at the same time and place, viz: March 6th, 1840, pending the examination of J. Burnet, comes George W. Jones, of Cincinnati, a witness of lawful age, who, being first duly affirmed according to law, deposes and says as follows:

*G. W. Jones's deposition.*

Some time, I believe, in the summer or spring of 1827, the precise period I cannot state, Martin Baum, of the city of Cincinnati, now deceased, called on me, this deponent, and suggested my taking an interest in the purchase of some lands at the mouth of Swan creek, at the west end of Lake Erie, which he represented as having belonged to a company of which he had been a member, and which had been relinquished by said company to the United States, and the sale of said (two tracts, or lots of) land was shortly to be made by the United States, at a public sale to be held in the district in which these lands are located.

The difficulty of procuring money at that time induced Mr. Baum to seek my aid, for the purpose of purchasing said tracts or lots; the favorable report he gave of said lands influenced me to advance the sum of or near two thousand dollars for the intended purchase. This advance was made under a written agreement between this deponent and Mr. Baum, in which it was stipulated that he, and I, and Major William Oliver should have each one-third of the land, if purchased by Mr. Baum, leaving it however with this deponent to take said interest, or to require the money advanced. It was represented by Mr. Baum, on his return to Cincinnati from said sale, that the land had not been purchased in consequence of the said two tracts not having been offered, and the money advanced was refunded to me by Mr. Baum. Mr. Baum at no time intended that any other person was to be interested in the intended purchase than himself, Major Oliver, and this deponent, nor did he suggest that any other person could interfere with the purchase, if made. The written agreement referred to above was retained for some time, and afterwards destroyed by this deponent. The two lots referred to are those on which a town plat, called, I believe, Port Lawrence, had been laid out, before the relinquishment of said

lots to the General Government, founded on the representations of Mr. Baum. And further this deponent saith not.

GEO. W. JONES.

Cross examination waived by J. G. Worthington on part of complainant.

T. JONES, *Notary.*

Also at the same time, viz: March 7th, 1840, and place, comes Nathaniel Wright, of the city of Cincinnati, who, being first duly sworn, deposes and says as follows:

*Nath. Wright's deposition.*

Many years ago, and in the year 1823 or 1824, as near as I can recollect the time, Martin Baum had some conversation with me in relation to some of the company lands in the neighborhood of Lake Erie; at which time he took from his desk in his store, where he then was, a paper, which I believe to be the original of the exhibit marked (D), attached to the answer of Alexander H. Ewing in this cause, purporting to be a bond from Martin Baum to William Barr and others for the faithful discharge of the duties of said Baum as trustee, dated August 14th, 1817. The paper then shown was of the same purport of said exhibit (D), and I can have very little doubt was in fact the original of it. Mr. Baum spoke of it at the time as a paper which had never been delivered.

Question by J. G. Worthington on behalf of complainant. Please state if you have any knowledge of the appointment of Mr. Baum as trustee of the two companies, that of which he (Baum) was a member, and that composed of J. H. Piatt and others before referred to, and whether such appointment was in writing.

Answer. I had no knowledge of his appointment as trustee at the time, and never knew of any writing conferring such appointment, except that I have seen a paper, which, I think, is an exhibit in this cause, purporting to be an authority to William Oliver and William C. Schenck to lay out a town or towns, &c., in which said Baum is mentioned as trustee of the company or companies.

By same. Please state if Mr. Baum talked to you with regard to the propriety of his receiving, from the individual members of the Port Lawrence Company, the proportion of the account due him as agent or trustee in the management of the Port Lawrence concern.

Answer. Mr. Baum did consult me professionally on that subject.

By same. Please state what was determined on between you in the matter.

Answer. I can't say that any thing was determined on between us or by him. I can give some statement of my advice to him, if desired, as I do not perceive any professional objection to my so doing.

By same. Please state what was your advice to him in the matter.

Answer. Mr. Baum wished to know whether, supposing some of the members of the company to be insolvent, and the company property in his hands not sufficient to pay his debts and liabilities, on account of the company, any one member of the company could require a clear deed of his undivided share of the lands, on payment of his share of such debts and liabilities, without making any provision for any deficiency that might arise in consequence of the insolvency of any members of the company; to which enquiry I answered in the negative, and that I was of opinion that a court of chancery would not compel him to part with the share of the lands nominally belonging to each owner in common, on payment of his proportion of such debts and liabilities as a member of the whole company, without making some provision for cases of insolvency. From the length of time that has elapsed since, I cannot state with any accuracy what facts and circumstances were before me at the time.

By same. Please state if you did not advise him not to receive any portion of his account of expenses, &c., without all the members of the company (Port Lawrence Company) came forward and settled with him.

Answer. I do not think I gave him such advice.

By same. Please state if Mr. Baum did not consult you on this matter, because some member of the company had applied to him to settle his portion of the account.

Answer. I have no recollection of his giving any such reason for his consulting me. And further saith not.

N. WRIGHT.

Saturday, March 7, 1840, 4 o'clock, P. M., the taking of these depositions, by consent of parties, duly adjourned till Monday, March 9th, 1840, at 9 o'clock, A. M.

T. JONES, *Notary.*

Also on Monday, 9th March, 1840, pursuant to the above named adjournment, comes W. G. W. Gano, a witness of lawful age, who, being first duly sworn, deposes and says as follows, viz:

*W. G. W. Gano's deposition.*

That William Oliver was appointed cashier of the Miami Exporting Company of Cincinnati, in the summer of 1818,—the exact time I cannot state. He entered on the duties of that office, and his salary commenced on the 1st of July, 1818. From said time he continued to act as cashier of that bank for about four years, deponent being a clerk in said bank at the same time. Major Oliver's duties as such cashier required his constant attendance at the bank, and he was constantly attending at the bank in the discharge of those duties, to the best of my recollection, during the

above period, unless absent on the necessary business of the bank. And further saith not.

W. G. W. GANO.

THE STATE OF OHIO, *Hamilton county, sct:*

I, Talbot Jones, a notary public within and for said county, by lawful authority duly commissioned and sworn, dwelling in the city of Cincinnati, Ohio, do hereby certify that the above named Jacob Burnet, Geo. W. Jones, Nathaniel Wright, and W. G. W. Gano, witnesses of lawful age, residing in the city of Cincinnati, in the district and State of Ohio, were by me duly cautioned and solemnly sworn to testify the truth, the whole truth, and nothing but the truth, in the depositions above written in the foregoing cause; and that the foregoing depositions of the said Jacob Burnet, George W. Jones, and Nathaniel Wright, by them respectively signed in my presence, were reduced to writing by me, and that the foregoing deposition of the said W. G. W. Gano was by him, the said Gano, written and signed in my presence.

I further certify, that service of the notice hereto attached, to take said depositions on the parties interested, as stated in the affidavit thereunder written, was proven before me before the taking of the same, and that said depositions were taken before me, at the time and place in the annexed notice specified, (being adjourned from day to day pursuant to the same, and by agreement of the parties, as noted in the body of said depositions.)

I also certify that I am not of counsel for either of the parties in the above cause, nor in any manner interested in the same; and that said depositions, with the accompanying exhibits, were by me sealed up and transmitted according to law.

In testimony whereof, I have hereto set my hand and seal of [L. S.] office, this 10th day of March, 1840.

TALBOT JONES, *Notary Public.*

Fee $15 00, paid by W. Oliver, esq.

T. JONES, *Notary.*

*Exhibit B.*

Exhibit *B*, referred to in Jacob Burnet's deposition.

CINCINNATI, 28*th August*, 1824.

DEAR SIR: Your favor of the 10th April last came duly to hand—contents noticed. The land speculation has truly been an unfortunate business, and no one can be more tired of it than I am; for it's me who has to stand the brunt of the company—suits, judgments, executions, with all its attendant vexations. First, our agents were crazy in making purchases at such high rates—then the madness of Congress in reducing the price of the public lands—change of times—scarcity of money—the impossibility of managing that species of property where so many are concerned; the

change of sentiments of persons in holding real estate; in fact all and every thing has operated against such speculations; and were I relieved of that concern, an immense burden would be taken off my shoulders. You have stated that you have sold one-half of your interest in that property to a person here, but who it is is not mentioned. Will you inform me? I am extremely anxious to close that business, and a loss of one or two thousand to me is no consideration in effecting it. If you have sold to J. H. Piatt—that estate is said to be insolvent, and his representatives must yield to some arrangements—a heavy loss will accrue to the proprietors, and the longer it remains unsettled the worse. If all will transfer to me their interest I must bear that loss, and, in the situation I am, will do it to close the business. After you have informed me to whom you have sold, I then will state what I will do relative to the balance of your interest. From Mr. Worthington I have not heard a word on this business. I forbear to say more on this subject, for I know your disposition, and am not disposed to rouse your feelings. The latter part of your letter is very interesting to me; what you have said relative to this city is so. Improvements are going on rapidly —population increasing considerably; the dwellings all occupied, and more wanting; streets have all the appearance of a busy world; but of all the misfortunes that have befallen, the branch of the United States Bank is the greatest curse—it will ultimately ruin the pioneers of this city and country. I can congratulate you on the prospects of the city of New York—it will become the emporium of the western world. I cannot close this without giving you my warmest feelings for your prosperity.

Yours, &c., &c.

MARTIN BAUM.

I hope chance may bring us face to face before we depart.

G. A. Worth, esq.

*Exhibit A.*

Cincinnati, 30*th January*, 1824.

Dear sir: Enclosed I hand you a statement of the Port Lawrence land speculation, by which you can see how that matter stands, to wit: a balance due me by the company of upwards of 4,750 dollars, and is daily increasing with interest. Suits have been commenced for the restoration of the money which was paid to the company for lots, and the amount of the improvements made thereon, as well as for damages. I was obliged to borrow money to compromise and quiet those claims, for fear of heavy damages, great expenses, and much trouble, and probably a total loss of the company's property, by sales on judgments and executions. The lands have been mortgaged for the money borrowed, and, unless it is shortly refunded, the lands may yet be sold under the mortgage. It is therefore necessary that the proprietors pay me immediately their respective *cotas*, to save their lands from sale. I am extremely

anxious to close this business, and therefore propose that I will exonerate you from paying any more, if you will sell and convey to me all your interest in those lands. But lest you should think that I wish to make a speculation out of you, if you will exonerate me from paying more, I will sell you my interest to those lands, and will thank you to accept the latter proposition.

Please inform me soon which course you will pursue. It is needless to go into explanations, as the account will do it, and my proposition will satisfy you as to the prospect of gain.

Your obedient servant, MART. BAUM.

W. M. WORTHINGTON, esq.

*Exhibit C.*

DR. *The proprietors of Port Lawrence,*
*In account with Martin Baum, agent,* CR.

| Date. | V'cher. | | |
|---|---|---|---|
| 1821. | | | |
| July 1 | 1 | To paid M. T. Williams, one-third of expenses of consolidation, under relief law - - - - - | $59 50 |
| Aug., Sept, Oct. 21 | 2 | To paid William Oliver the amount refunded original proprietors for lots in Port Lawrence, Nos. 33, 236, 37, 131, 132, 222, 296, 127, 128, and 149 - - | 221 07 |
| 1822. | | | |
| Sept. 10 | 3 | To paid William Oliver, as above, for Nos. 20, 21, 85, 103, 107, 120, 147, 148, 172, 188, 198, 218, 229, 271, 339, 373 - - - - - - - - | 426 04 |
| March 14 | 4 | To paid P. G. Oliver, as above, for Nos. 10, 57, 292 - | 49 50 |
| 1823. | | | |
| Jan'y 23 | 5 | To paid W. Wilson for lots Nos. 2, 297, surrendered with improvements thereon - - - - - | 200 00 |
| " " | 6 | To paid Joseph Tromley, assignee, for lot 171, and improvements - - - - - - - | 100 00 |
| " " | 7 | To paid Joseph Prentice, assignee, for lot 192, and improvements - - - - - - - | 100 00 |
| May 14 | 8 | To paid Amos Spafford, assignee, for lots 267 and 324 | 19 75 |
| " 16 | 9 | " Moses Wilson for lot 150 - - - - | 13 50 |
| June 10 | 10 | " Dar. C. Henderson for lot 194, with improvem'ts | 400 00 |
| Aug. | 11 | To paid B. F. Stickney, M. Baum, and W. Oliver, for lots 5, 22, 25, 26, 81, 104, 139, 223, 224, 272, 340, 372, 390, 399, 400, with improvements - - | 2,727 41½ |
| | 12 | To this sum, due W. Oliver - - - - | 76 00 |
| | | To interest on $221 04, from 21st October, 1821, to 1st September, 1823 - - - - - | 24 64 |
| | | To interest on $49 50, from 14th March, 1821, to 1st September, 1823 - - - - - | 4 35 |
| | | To interest on $426 04, from 10th September, 1822, to 1st September, 1823 - - - - - | 24 85 |
| | | To interest on $200, from 23d January, 1823, to 1st September, 1823 - - - - - | 7 26 |
| | | To interest on $33 25, from 16th May, 1823, to 1st September, 1823 - - - - - | 50 |
| | | To interest on $400, from 10th June, 1823, to 1st September, 1823 - - - - - | 5 33 |
| | | | $4,459 70 |

## EXHIBIT C—Continued.

| Date. | V'cher. | | |
|---|---|---|---|
| 1823. | | | |
| Sept. 1 | - | To balance due Martin Baum - - - | $3,494 79 |
| | | To balance due W. Oliver, on orders to bear interest from 10th September, 1822 - - - - | 280 96 |
| | 13 | To sundry certificates of sales yet out, on which there is due, exclusively of interest - - - | 705 50 |
| | | Interest to be added to the time of settlement. | $4,481 25 |
| | | Cr. | |
| 1821. | | | |
| Sept. 18 | - | By cash from J. H. Piatt for M. T. Williams - | $25 00 |
| | | By cash from W. Steele - - - $20 00 | |
| | | Paper, $5 00 worth - - - 3 33 | |
| 1823. | | | 23 33 |
| Jan'y 23 | - | By 30 acres of land sold Jos. Tromley, assignee, off tract 86, in payment for lot 171, &c.—see contra - | 100 00 |
| | | By 30 acres of land sold to Joseph Prentice, for same purpose - - - - - - | 100 00 |
| | | By cash paid P. G. Oliver, of Hunt & Forsythe, 2d instalment on lot 372 - - - $20 00 | |
| | | By cash paid H. J. Hunt, 147, 227 - 33 25 | |
| | | | 53 25 |
| | | By my orders in favor of W. Oliver, for the amount refunded purchasers of lots, as per voucher 3, contra; of which orders there has been paid the amount here extended, the balance being due W. Oliver, viz: | |
| | | Unpaid. Paid. | |
| | | By J. H. Piatt and associates, for half $213 07 | |
| | | By W. Steele - - - 67 89 71 42 | |
| | | By Jacob Burnet, paid M. Baum - 16 37 | |
| | | By Martin Baum - - - 32 74 | |
| | | M. T. Williams - - - 16 37 | |
| | | John Armstrong - - - 8 18 | |
| | | | 145 08 |
| | | By amount due W. Oliver - 280 96 | 280 96 |
| | | By am't rec'd from J. H. Piatt & Co. a credit arising from the relinquishment of their half of tract No. 1 & 2, of $474 59, which was applied by the Sandusky Company, and by arrangement, to be accounted for in M. E. Co. paper, then worth 40 cents per dollar, but which is now credited at 50 cents per dollar, and now constitutes a credit to that amount in favor of J. H. Piatt and associates, on settlement of this account with Sandusky Company - - - - | 237 29½ |
| | | By balance - - - - - - | 3,494 79 |
| | | | $4,459 70 |

*Depositions—J. E. Hunt and H. Conant.*

UNITED STATES COURT *for the district of Ohio.*

ROBERT PIATT
*vs.*
WILLIAM OLIVER, *et al.*

The depositions of John E. Hunt and Horatio Conant, taken in this case, before me, James Wilkins, mayor of Maumee city, Ohio, by consent of the complainant, and M. T. Williams, for himself and William Oliver and A. H. Ewing, by his attorney, Saml. M. Young, at Maumee city, this 27th day of April, A. D. 1841—Present M. T. Williams and Saml. M. Young.

Question by complainant. What was the value of the lands in controversy, to wit, on tracts 1, 2, 3, 4, 86, 87, and S. W. ¼ section 2, and N. W. ¼ and S. W. ¼ section 3, T. 3, U. S. R., for the years 1822, 1825, 1828, 1830, 1832, 1833, 1834, 1835, 1836, 1838, and 1840?

Answer. They were worth as follows per acre at these periods:

| | 1822. | 1825. | 1828. | 1830. | 1832. | 1833. | 1834. | 1835. | 1836. | 1838. | 1840. |
|---|---|---|---|---|---|---|---|---|---|---|---|
| River tract No. 1 - | $20 | 20 | 20 | 20 | 60 | 80 | 125 | 125 | 1,000 | 300 | 300 |
| " " 2 - | 20 | 20 | 20 | 20 | 60 | 80 | 125 | 125 | 1,000 | 300 | 300 |
| " " 3 - | 5 | 5 | 5 | 5 | 10 | 20 | 30 | 30 | 500 | 200 | 200 |
| " " 4 - | 5 | 5 | 5 | 5 | 10 | 20 | 30 | 30 | 400 | 150 | 150 |
| " " 86 - | 5 | 5 | 5 | 5 | 7 | 10 | 15 | 20 | 100 | 40 | 40 |
| " " 87 - | 5 | 5 | 5 | 5 | 7 | 10 | 15 | 20 | 100 | 40 | 40 |
| S. W. ¼ Sec. 2, T. 3 | 3 | 3 | 3 | 3 | 4 | 5 | 5 | 10 | 100 | 40 | 40 |
| N. W. ¼ Sec. 3, T. 3 | 2 | 2 | 2 | 2 | 3 | 4 | 4 | 8 | 60 | 35 | 35 |
| S. W. ¼ Sec. 3, T. 3 | 2 | 2 | 2 | 2 | 3 | 4 | 4 | 8 | 60 | 35 | 35 |

JOHN E. HUNT,
H. CONANT.

Sworn and subscribed before me, the day and year above.
JAS. WILKINS, *Mayor.*

The following questions were propounded to John E. Hunt by M. T. Williams:

Question 1. Have you been acquainted with Micajah T. Williams from 1830 to the present time?

Question 2d. How did you estimate his exertions and influence in the efforts made by those interested on the Miami river, in favor of an early construction of the Wabash and Erie canal by the State? Did you esteem his efforts to be persevering and influential in favor of the measure, or otherwise?

3. How did you estimate his exertions and influence in opposition to the proposed location of the canal on the south side of the river

to Perrysburg, and in favor of the continuation of the canal to Swan creek, on the high level? Did you esteem him to be efficient and influential in favor of the measure, or otherwise?

Answer to 1st interrogatory. I have.

2d do. I consider his exertions and influence equal to any other individual interested on the Maumee river, in forwarding an early construction of the Wabash and Erie canal by the State. I did esteem his efforts to be persevering and influential in favor of the measure.

Answer to the 3d. I esteemed his exertions and influence at the time highly; and in reference to the extension of the canal from the head of the rapids to Swan creek, on a high level, I considered him both efficient and influential in the measure.

Question 4th, by same. Do you know anything of the introduction of a bill into the Senate, in 1832, to charter the Maumee and Wabash Canal Co.? At whose instance was it reported?

Answer to question 4. I received a letter from M. T. Williams some time in the early part of the winter of 1832, urging me to be at Columbus as early as convenient, to assist him in getting a bill passed to incorporate a company to construct a canal from the Maumee bay to the Wabash river. I accordingly visited Columbus for that purpose, when I met Mr. Williams, who, I believe, drew up a bill for that purpose, which passed the Senate.

JOHN E. HUNT.

Sworn and subscribed before me, the day and year above.

JAS. WILKINS, *Mayor.*

*Depositions and exhibits filed with and made part of the report of the master, viz:*

UNITED STATES CIRCUIT COURT, *District of Ohio:*

| | |
|---|---|
| WILLIAM OLIVER and MICAJAH T. WILLIAMS, and others, *ads.* ROBERT PIATT. | In chancery. |

The complainant and his counsel, and all others interested, are hereby notified that the above named defendants, Oliver and Williams, will proceed, on the twenty-seventh day of June, A. D. 1840, between the hours of nine o'clock, A. M., and five o'clock, P. M., at the office of Nathaniel Wright, esq., in Cincinnati, on Main street, between Third and Fourth streets, to take the depositions of Thomas D. Carneal and others, to be read as evidence on the trial of the above cause; and that they will continue from day to day, between the same hours, and at the same place, until all said depositions shall be taken. Of all which you will please take notice.

V. WORTHINGTON, *Sol. for*
OLIVER & WILLIAMS.

JUNE 19, 1840.

THE STATE OF OHIO, *Hamilton county, sct:*

W. Washington Oliver, of lawful age, being duly sworn on oath, says, that he served a written copy of the above notice on Robert Piatt, esq., the complainant above named, on Monday the 22d day of June, A. D. 1840; and on Messrs. Wright and Walker, solicitors for the defendants, Schenck and others, on Friday, the 26th June, A. D. 1840; and on John G. Worthington, esq., defendant, on the 26th June, 1840; and further saith not.

W. W. OLIVER.

Sworn and subscribed before me, June 27th, 1840.

TALBOT JONES,
*Notary Public within named.*

*Deposition of T. D. Carneal.*

UNITED STATES CIRCUIT COURT, *District of Ohio:*

WILLIAM OLIVER, MICAJAH T. WILLIAMS, and others, *ads.* ROBERT PIATT. } In chancery.

The deposition of Thomas D. Carneal, taken on the part of Oliver and Williams, defendents in the above suit, on the 27th June, 1840, at the office of Nathaniel Wright, esq., in the city of Cincinnati, Ohio, pursuant to the annexed notice, and as certified below, to be read in evidence on the trial of the above suit.

Thomas D. Carneal, of Cincinnati, of lawful age, being first duly sworn, deposes and says, as follows: I am acquainted with Robert Piatt, the complainant, with William Oliver and Micajah T. Williams, said to be defendants in this suit; also with the other defendants. Before the sale of public lands, which was to take place at Delaware, Ohio, in the year 1827, Robert Piatt, of Boone county, Kentucky, the complainant, said to me there would be lands sold at the mouth of Swan creek, and near thereto, formerly entered or purchased by Baum & Company, of which company he and John H. Piatt were members, and which lands had been relinquished to the Government. That he (Robert Piatt) considered them of immense value, and if I would furnish him with the money, he would go to Delaware, where the lands were to be sold, and purchase said lands on joint account, and divide the profits.

I named the proposition made to *be* by Piatt to Col. Edward Colston, and he agreed to join in the speculation. The agreement was, that Colston and myself was to furnish the money, and the company lands thus to be purchased by Piatt was to be on joint account of Colston, Piatt, and Carneal, a third each. The lands *when* sold first to refund back the purchase money and interest to Carneal and Colston, and the profits to be equally divided between the three. The money, between three and four thousand dollars,

was furnished by me to Piatt, at Columbus, Ohio, from which place Piatt went to Delaware to attend the sale. The sale did not take place, and he (Piatt) returned the purchase money. I think the advance was made about the latter part of June, 1827. He (Piatt) represented those relinquished lands to be of immense value. Said relinquished lands were at or near the mouth of Swan creek, emptying into the Miami of Lake Erie, and were lands, Piatt informed me, formerly relinquished by Baum and company to the Government, as mentioned above; and no other persons were, to my knowledge, to have interest in the lands thus to be purchased; and if there was, it was interest only as far as Piatt was concerned, and without my knowledge or privity.

The sale was under proclamation of the President of the United States, at Delaware, to which I refer as above, and Piatt told me the sale of those company lands did not take place. Nothing was said by Piatt indicating that any other person had any claim on said lands, and I looked upon them as other Government lands, entirely free to be purchased by any one, without any embarrassment or claim by any person whatever; and that if they had been purchased by Piatt, *that* we should have held them free from all claim or embarrassment whatever. Piatt spoke of said relinquished lands as the best place on the Maumee for a town site, and spoke of said Baum Company having paid seventy ($70) dollars or upwards per acre for one of the tracts, at their purchase aforesaid.

Question by Oliver and Williams' counsel. Will you please state, if you know, when William Steele died, and in what condition he left his estate, and what was his standing as to credit, or a man of means, from 1821 to 1824?

Answer. William Steele died (was killed) in the fall of 1824. When the Bank U. States withdrew its office of discount, and established its agency in 1820, I was an endorser, together with Gen'l Lytle, of a note of William Steele's for about $11,000. I did not feel very comfortable under the endorsement, and urged his releasing me, either by substituting another name, or giving real estate as security to the bank. He was unable to do the former, and could not supply unencumbered property for the latter. He was sued on said note, as principal, and I and Lytle as securities or endorsers. The bank obtained judgment against him, as principal, and could make nothing out of the judgment during his lifetime. I lawed them as endorser until the year 1829, and then compromised by giving them a tract of land, worth more than half the principal debt and interest, and which they took for my release—Lytle having obtained his release. During the whole of that period, and up to the present time, I looked upon the estate of William Steele as hopelessly insolvent.

By same. Please state, if you know, what was the condition of the affairs of John H. Piatt, from 1820 to his death in 1822, and whether his estate, since his death, has turned out solvent or insolvent.

Answer. I looked upon his estate, from the year 1820 up to his death, as greatly embarrassed, and believe, had he lived, with *his* management and tact for business, that he would have been solvent. He died in 1822. Having myself a debt against his estate, I parted from it without liability, at about forty cents on the dollar, considering that as much as his estate would pay, and I very much doubt now that that sum will be realized by his creditors.

By same. Please state, if you know, what was Martin Baum's condition from 1820 to 1825, as to money matters, and what effect it had upon him, if any.

Answer. I was well acquainted with Martin Baum from the year 1806 or '7, until his death. I was intimate with him from the year 1815, during his life. Up to the year 1820, I looked upon Martin Baum as one of the most punctual men in the city of Cincinnati. In that year (1820) he communicated to me his embarrassments, and [we] had frequent conversations touching his business. I discovered his embarrassments were so preying on his mind, that, unless checked, I greatly feared it would impair his intellect. In his conversations with me in 1821, he represented himself as hopelessly ruined. I tried in every way to convince him, by comparison of the value of his estate with the debts due against him, that he could not only pay them off, but have a large estate left. I failed to produce the impression necessary to restore his mind to action, so as to bend all his efforts to the liquidation of his debts. I then offered him, as proof of the sincerity of my opinion, to instantly liquidate all his debts, which were principally owing to the Bank U. States, and pay him fifty thousand dollars in cash for his estate. He accepted the proposition, and I made the purchase. I then told Mr. Baum, having received from him many kindly favors, that he was making too large a sacrifice, and that I thought he had better take further time for reflection. He said no—and refused to take further time, and that he would hold me to the contract. To carry out my arrangement with him, I ascertained that I could liquidate so much of the debt as was owing by him to the Bank U. States, and had no doubt of my ability to arrange the balance. I then went to him with Gen'l Findly, told him what I had done, and begged him to reconsider the contract. Both Gen'l Findley and myself went with him into a detailed value of his estate, satisfied him of the immense sacrifice he was making, and he annulled the contract, saying that he was convinced of the error, and that he would bind himself to the liquidation of his own debts. The result proved the correctness of my opinion, for he liquidated his debts, and left a large estate at his death. The depression of spirits of Mr. Baum, above referred to, was occasioned by his inability to obtain the command of cash, so as to meet his money engagements promptly, as he had always been accustomed to do, together with the great sacrifices he anticipated on the value of his real estate. From the time of the conversation first above named,

(in 1820,) for several years, Martin Baum was hard run for money to meet his own engagements, much less those for his friends.

By same. Please state, if you know, what was Martin Baum's character and general reputation as a man of business and integrity, and with what fidelity he would execute any confidential trust, and what important trusts have, to your knowledge, been confided to him.

Answer. I consider Martin Baum to have been not only a man of integrity, but as honest a man as ever lived. I never heard his integrity questioned, unless it be in this suit. He was a man who possessed very much the confidence of the community. He was for many years president of the Miami bank, and, during *his* presidency of it, that bank was in as good credit as any bank in the State.

By same. Please state what was the general condition of the western country from 1820 to 1824—the price of lands in comparison to previous and subsequent rates.

Answer. The country, during that period, was laboring under great pecuniary distress; real estate depreciated greatly in value; but few had confidence in real estate, and those few who had, had no money to purchase. The whole country was at the mercy of banks and moneyed men.

TH. D. CARNEAL.

THE STATE OF OHIO, *Hamilton county, sct :*

I, Talbot Jones, a notary public within and for said county, by lawful authority duly commissioned and sworn, dwelling in the city of Cincinnati, Ohio, do hereby certify, that the above named Thomas D. Carneal, witness of lawful age, residing in the city of Cincinnati, in the district and State of Ohio, was by me duly cautioned and solemnly sworn to testify the truth, the whole truth, and nothing but the truth, in his deposition above written in the foregoing cause; and that the foregoing deposition, by him subscribed in my presence, was reduced to writing by me.

I further certify, that service of the notice hereto attached, to take said deposition, on the parties interested, as stated in the affidavit thereunder written, was proven before me, before the taking of the same, and that said deposition was taken before me at the time and place in the annexed notice specified.

I also certify, that I am not of counsel for either of the parties in the above cause, nor in any manner interested in the same, and that said deposition was by me sealed up, addressed and transmitted according to law.

[L. S.] In testimony whereof, I hereto set my hand and seal of office, this 27th June, A. D. 1840.

TALBOT JONES,
*Notary Public.*

Fee $5 00, paid by W. Oliver, esq.

T. JONES, *Notary.*

*Deposition—W. M. Corry.*

OHIO CIRCUIT COURT U. STATES.

ROBERT C. SCHENCK and others *ads.* ROBERT PIATT. } In chancery.

Before me personally came W. M. Corry, of Cincinnati, and being duly sworn, says: that at the request of Robert C. Schenck, one of the defendants, he waited on Major Oliver, with the title bond executed by Martin Baum to Egbert T. Smith, 20th September, 1817, for lot No. 1 in the town of Port Lawrence, and requested to be informed by said Oliver, who was understood to be the agent of the Port Lawrence Company after the decease of Martin Baum, whether he would execute to said R. C. Schenck, as Smith's assignee, a deed of said lot, provided paid up the two last instalments of the purchase money still outstanding. Deponent assured said Oliver that Schenck was anxious to get the conveyance of the title, and was willing to pay the balance of principal and interest yet unpaid; but said Oliver declined giving him any specific reply. Of this state of the negotiation, deponent wrote to Mr. Schenck, and he thinks it was about the year 1836 that it took place as related. Some [time] afterwards Mr. Schenck came to Cincinnati, and he and deponent went to Major Oliver's residence in the vicinity, to renew the above mentioned proposition for the title of lot No. 1, at Port Lawrence, and to demand a conveyance according to the exigency of the bond to Smith. The demand was accordingly made, in presence of deponent; Mr. Schenck presenting the bond, referring to the assignment thereon from the obligee (Smith) to himself, made and dated in 1831, and offering to pay up the arrears of the purchase money, with the interest. Deponent well recollects that Major Oliver refused to make the conveyance upon any terms; but if he gave any specific reason for his refusal, it did not arrest the attention, or it has escaped the memory, of deponent. Deponent is unable to recollect the month or year of the interview last aforesaid, but thinks it was in 1837.

This affidavit is made under circumstances which do not permit the same accuracy as a former statement made by him in the premises, when the facts were more readily recollected, and contain memoranda of them at hand. That statement has been mislaid, and deponent hopes may be recovered; if it be, he refers to it for greater certainty, although the two narratives will be found to correspond in all the important particulars. And further deponent says not.

W. M. CORRY.

Sworn to before me, this third day of February, 1841, at Cincinnati.

A. F. PERRY,
*Special Master Commissioner.*

*A. H. Ewing's deposition.*

U. S. CIRCUIT COURT, *district of Ohio:*

ROBERT PIATT
vs.
WILLIAM OLIVER et al. } In chancery.

Before me personally appeared Alexander H. Ewing, one of the defendants in this case, and being duly sworn, deposes and says:

Question 1st, by Robert C. Schenck, one of the defendants in this case. How much of Bass Point, known as lot No. 1 on the original plat of Port Lawrence, was included in tract No. 3, and how much, if any, in tract No. 2?

Qu. 2, by same. Is the said lot No. 1 of original plat situated on the ten acres of tract No. 3, that was reserved when the remainder of said tract was conveyed to the Michigan University?

Qu. 3d, by same. Please state the present condition of said lot, whether it has improvements on it; and if so, what, and of how much value.

Qu. 4th, by Comm'r. What is your knowledge or belief as to Martin Baum's having kept a book, or other regular account, of Port Lawrence Company transactions?—and if he did keep one, state your knowledge or belief as to its present existence, and where it may be found.

Qu. 5th, by same. Please state whether you have had for many years, or have now, access to the books and accounts of Martin Baum, deceased; whether you have such of his books, accounts, and papers, as relate to Port Lawrence Company transactions, in your possession.

Qu. 6th. Have you ever known or seen, or do you believe there ever existed, a book or other regular account of the sales made in the original town of Port Lawrence, moneys received, and expenses incurred about Port Lawrence Company business, previous to the relinquishment of tracts 1 and 2; or of any book or other regular account between said Baum and William Oliver, or between Baum or Oliver and William C. Schenck, in relation to Port Lawrence Company business, previous to said relinquishment?

Qu. 7th, by same. Are the papers produced by you, numbering from 1 to 10, bundle *A*, all the papers you know of in relation to Port Lawrence Company accounts with said Baum and Oliver, and Schenck, previous to the relinquishment of tracts 1 and 2? How came they in your possession, and what is your knowledge or belief as to their being the original and genuine accounts and vouchers, and the only ones kept by the said Baum and Oliver at that time?

Qu. 8th, by same. Do you know, or believe, there was any book or other regular account made and kept by said Baum and Oliver, or either of them, of the Port Lawrence Company business, after the relinquishment of tracts 1 and 2; or of their dealings and trans-

actions with each other, in relation to said company property or business, after the relinquishment as aforesaid?

Qu. 9th, by same. Have you produced all the papers, books, or accounts, that are under your control, or of which you have any knowledge, in relation to Port Lawrence Company accounts with said Baum, or of the accounts of Baum and Oliver with each other in relation to the company property or business, before or since the relinquishment of tracts 1 and 2?

Qu. 10, by same. Are the papers produced here by you, in relation to the items of Baum and Oliver's expenses for improvements on lots 223 and 224, and now in bundle B, the only papers and vouchers you know of in relation to that subject?—and if you know, or believe, there is or have been any others, state that knowledge or belief, and what has become of them.

Qu. 11, by same. From your connexion with the Baum family, and your access to the papers of Mr. Baum, deceased, would you, if there had been any other book or accounts, or vouchers, among the papers of said Baum, in relation to this business, be likely to have them in your possession, or know of their existence?

Question 12, by same. Do you know, or believe, that any receipt or voucher was taken by Baum, at the time of refunding purchase money to the purchasers of lots in the original town of Port Lawrence, respectively, other than the surrender of the certificates of sale themselves, except in those cases where the contracts of surrender have been produced by you before me? And do you know of any instance where more, or less, was paid for the surrender of such certificates, either by Baum or Oliver, than the original purchase money paid for such lots, and interest thereon till the time of refunding the same?

Question 13, by same. Please state what you know about any contract, or conveyance of title, for the northwest quarter of section 2, township 3, since the decease of Martin Baum.

Question 14, by same. Have you any knowledge, or belief, whether the purchase money, for lots Nos. 143, 154, 231, 239, on the original plat of Port Lawrence, sold to William Wilson and by him assigned to Israel Smith, has ever been refunded; and, if so, when, and by whom? The same question with regard to lot No. 153, sold to Thomas and David Gwynne.

Answer to question 1st. I have always supposed, and believe, that the whole of lot No. 1, of the original plat of Port Lawrence, is on tract No. 3.

Answer 2d. I have no knowledge of the exact situation of the lines of tracts Nos. 3 and 4, or of the ten acres reserved, as stated in the question; but believe lot No. 1, of the original plat, is on the ten acres so reserved.

Answer 3d. When I last examined lot No. 1, of the original plat of Port Lawrence, there was a sheep pen on it, but no improvements of any value.

Answer 4th. I have no knowledge of any book kept by Martin Baum, or William Oliver, as his clerk or agent, in relation to the Port Lawrence business, other than the one I have produced to you, and which you have marked Z; nor do I believe any such was kept by Mr. Baum; but if there ever were any such, William Oliver must have some knowledge of the same, and, if now in existence, will probably be found in the possession of the administrator or Mrs. Baum.

Answer 5th. I have had, since 1833, access to such of the books and papers of Martin Baum, deceased, as I deemed material to the interests of my wife, as one of the heirs at law of said Baum, but have never had in my possession, nor seen among the books of the estate, any book in relation to the Port Lawrence business, other than the one produced to you. In the year 1835 I received from the administrator of M. Baum, deceased, an assignment of all the claims of the estate against the persons composing the Port Lawrence and Sandusky companies, which assignment I have produced to you; and at that time, and since, also received all the papers in the possession of the administrator which I believed essential in establishing said claims; the originals, or copies of which, relating to the Port Lawrence Company, I have produced to you.

Answer 6th. I can only say, as before, that I have no knowledge of any book as described in the question, nor do I think there ever was any, nor any other accounts except those I have produced to you; but believe, from all the information I have been able to get on the subject, that those accounts and vouchers, to correspond with all the charges, both debtor and creditor, were produced to the parties interested at some time previous to the relinquishment of tracts 1 and 2, and a final adjustment of accounts made; and that the few vouchers to corroborate said accounts, which have not been produced to you, have been mislaid or lost.

Answer 7th. The papers produced by me, as described in your question, are all I have any knowledge of in relation to that matter; they came into my possession as described in answer 5th. I believe them genuine, from their being in the handwriting of Messrs. Baum, Schenck, and Oliver; and I believe they are the only ones kept at the time—never having heard of any others.

Answer 8th. I know of no *book* kept by Mr. Baum, or Oliver, of the Port Lawrence business after the relinquishment of tracts 1 and 2; nor of any accounts but those I have produced to you, and the copies of which are attached to my answer as exhibits in this case.

Answer 9th. The book and accounts which I have produced to you, with the copies among the exhibits attached to my answer, are all that are under my control, to my knowledge, in relation to the accounts, as stated in the question; nor have I any knowledge of any others, except the certificate of purchase for lot No. 1, held by R. C. Schenck, and the certificates held by the estate of Samuel H. Ewing, which I presume are now in the hands of the justice of

the peace before whom suit was brought to recover back the purchase money paid on the same.

Answer 10th. The papers described in question 10 are all I have, or know of, in relation to that matter, but I have no doubt that Mr. Baum, in his lifetime, had all the vouchers in explanation of that account; but presume they have been mislaid or lost since his death, as all these papers seem to have been treated as of but little value until they came into my possession.

Answer 11th. I think that if there were any other papers, in relation to this business, among Mr. Baum's papers, I should have known it; but [I] have never made any search for *books* in relation to this business, as I have always been told by Mr. Oliver, and others familiar with Mr. Baum's business, that no such book ever had been kept.

Answer 12th. I know of no receipt or voucher, other than the surrender of the certificate, except those produced to you; nor do I believe there was any; nor do I know of any of those certificates being taken up for less than the purchase money, with interest; nor any instance in which more was paid, except where improvements had been made on the lots, or an advance paid to the original purchasers, as shown in exhibit marked U, and attached to my answer in this case.

Answer 13th. I received from the administrator, as before stated, the final certificate for the northwest quarter of section 2, township 3, in the United States reservation of twelve-miles square, on the Miami of Lake Erie, which had been issued to Martin Baum as assignee of John H. Piatt, Robert Piatt, Gorham A. Worth, and Wm. M. Worthington, and have since received a patent for the same, issued to my wife as heir at law of Martin Baum, which is produced to you. Myself and wife have also made deeds to William M. Worthington and John G. Worthington, for 46¾ acres of said quarter section, as shown in John G. Worthington's bond produced to you.

Answer 14th. I have no knowledge of the purchase money for lots Nos. 143, 154, 231, and 239, ever having been paid to any person, nor do I believe it has been, or it would have been charged in some of the accounts; but I believe No. 153 was taken up and paid, as it is one of several held by the same person; and all the others being found, I believe this one has been lost as before described.

A. H. EWING.

Sworn to and subscribed, before me, this 16th day of February, 1841, at Cincinnati.

A. F. PERRY,
*Special master commissioner.*

*Deposition—William Oliver.*

U. S. CIRCUIT COURT, *District of Ohio:*

ROBERT PIATT
vs.
WILLIAM OLIVER et al. } In chancery.

Before me personally came William Oliver, one of the defendants in this case, and being duly sworn deposes and says:

Question 1, by commissioner. As to the following papers, produced before me by Alexander H. Ewing, viz: one purporting to be "W. Oliver's cash account of Port Lawrence, January 14, 1818," marked No. 4, bundle *A;* one purporting to be "W. Oliver's account against the Port Lawrence Company," marked No. 5, b. *A;* and one purporting to be "W. Oliver's account total," marked No. 6, b. *A;* one purporting to be "Martin Baum's account with the proprietors of Port Lawrence," marked No. 1, b. *A;* one purporting to be "M. Baum's account with the proprietors of Port Lawrence," marked No. 2, b. *A;* one purporting to be "W. C. Schenck's expense account in laying out Port Lawrence," marked No. 3, b. *A;* one purporting to be "J. H. Piatt and other's Land Company, 1818, account," marked No. 7, b. *A;* one purporting to be "W. Oliver in account with M. Baum & Co.," marked No. 8, b. *A;* one purporting to be "William C. Schenck's receipt, $855 33," marked No. 9, b. *A;* one bundle of small receipts and accounts, marked No. 10, b. *A.* Were the above mentioned papers or accounts, any or all of them, made out by you, or with your knowledge and assistance? Are they, according to the best of your knowledge and belief, true, just, and genuine statements and accounts of the expenses of laying off said town of Port Lawrence, of the moneys received from the sale of lots therein, and of the manner of accounting for said sales, and expenses, and moneys received by the several persons therein mentioned, with the Port Lawrence Company?

Question 2, by same. Are the *persons* mentioned in question 1st, according to the best of your knowledge and belief, the only account that was kept of the transactions to which they relate, except a folio purporting to be a book of said sales, also produced by said Ewing, marked (Z)? If you know or believe there was any other account, please state that knowledge or belief, and also what you know or believe as to its present existence, and where it may be found.

Question 3, by same. Was the folio marked (Z), mentioned in question 2d, kept by you at the time of said sales, and does it give a true account of the number of lots sold previous to the relinquishment of tracts No. 1 and 2, and of the names of the purchasers, and of the consideration for which said lots were sold respectively?

Question 5, by same. Subsequent to the relinquishment of tracts 1 and 2, was there any book or vouchers kept by you of the number of certificates of sale for Port Lawrence lots taken up by you,

and of the amount you refunded to the owners of them respectively, other than the certificates themselves; if there was, what and where are said books or vouchers?

Question 6, by same. Have you any knowledge or belief whether Martin Baum kept any book, or account, or vouchers of the certificates taken up, and the amount refunded to purchasers individually, either by himself or agents, other than the certificates so taken up?—and if so, please state that knowledge or belief, what books or vouchers, and where are they.

Question 7, by same. Except in the cases of Prentice, Tromley, and Wilson, do you know or believe that Martin Baum in any case, on taking up certificates of sale of Port Lawrence lots as aforesaid, refunded to the holder of such certificate more or less than the original purchase money paid for said lot or lots, and the interest thereon from the time it was paid, till the time it was repaid; or was there any case in which you did so yourself? If so, what were the instances, amounts paid, and when? It is not intended to include in this question the case of B. F. Stickney, or of yourself and Baum in relation to lots Nos. 223, 224.

Question 8, by same. Have you any knowledge as to lots Nos. 143, 154, 231, 239, originally sold to William Wilson, and assigned by him to Israel Smith; whether the purchase money has been refunded, and the certificates taken up; if so, when, and by whom? And the same question as to lot No. 153, originally sold to Thomas and David Gwynne.

Question 9, by same. Was there any regular account kept by you of the several items of expense laid out in improvements on lots No. 223 and 224, other than the statement, a copy of which purports to be exhibited in Alex. H. Ewing's answer in this case, marked O; and what is your knowledge or belief as to Martin Baum's having kept a book or account of such expenses? If either he, or you, or any body else, did keep a book or account of the expense of the said improvements, state what you know or believe as to its present existence, and where it may be found.

Question 10, by same. Were there, according to the best of your knowledge or belief, any rents received or charged for property in the town of Port Lawrence, either on lots 223 and 224, or any others, previous to the relinquishment of tracts 1 and 2; and if not, how was the value of the occupation of said lots and improvements considered and accounted for?

Question 11, by same. As to your present charge for services from July 4, 1818, till August 4, 1828, were you or not most of that time, or all of it, employed in other business with a regular salary? Please state as near as you can the proportion of your time spent in the affairs of the Port Lawrence Company each year. Also, whether there was any agreement or understanding at the time how much you were to be paid for your services; whether you did receive pay; how much; and whether what you received was not considered at the time as payment in full.

Question 12, by same. Do the papers, purporting to be copies of agreements of sale of company interests in Port Lawrence, and in other parts of the premises in controversy, by yourself, or by yourself and M. T. Williams, since the revival of said town, give account of all such sales that have taken place, and a full account of them, and do they set forth respectively the true nature and extent of the consideration of such sales?

Question 13, by same. Are all the sums for such sales paid by the purchasers, or are some of them outstanding; and if the latter, how much is outstanding, by whom to be paid, and what is the contract, if any, in relation to it?

Question 14. Upon how many of said agreements have deeds been made, when were they made, where are they, and are they recorded?

Question 15, by same. Are the papers produced by Alex. H. Ewing, now in bundle *B*, numbered from 1 to 19, so far as you know and believe, the true and original bills, receipts, and vouchers of the several items, which make up your charge and Baum's for improvements on lots 223 and 224 in Port Lawrence, so far as they go; are there now, or were there ever, according to the best of your knowledge or belief, any bills, receipts, or other vouchers, for the other items of said charge not covered by the ones now produced as above mentioned; and if so, do you know where they are? Can you explain why paper No. 8 in this bundle does not correspond with the charge in the account which seems to be for the same item? The same question as to paper *No.* 19 in this bundle.

*Question* 4, by same. What is your knowledge or belief as to there having been a complete settlement of Port Lawrence Company accounts with its several agents in relation to their services, moneys received from sales of lots or otherwise on Company's account, and disbursements, and expenses; and as to such balances having been paid as were found due to or from said company, in favor of or against its several agents, previous to the relinquishments of tracts 1 and 2? And if there was such a settlement, were there any vouchers passed, or was there any other account kept of it than the papers alluded to in question 1st; and if so, what account, what vouchers, and where are they?

Question 16, by same. Do you know anything of the agreement mentioned in Baum's account against Port Lawrence Company, a copy of which purports to be annexed to Alex. H. Ewing's answer in this case, marked T, in relation to the arrangement between the Baum and Piatt Companies, that the latter should receive the balance of $474 59 mentioned in said account in Miami Exporting Company paper? And if so, what was the nature of said agreement or arrangement, and why was the Piatt Company to receive that paper?

Question 17, by same. Please explain the nature of your transactions with the Erie and Kalamazoo railroad, for which you have

charged in your account $1,888 40; also the transaction with Co. Commissioners, for which you have charged $1,422 29; also the nature and extent of your services from 1831 to 1835; also the nature and extent of your services from 1835 to April, 1837; the same with regard to your services from 1837 to Dec. 1840; also the nature and extent of your services in negotiating the 1st and 2d exchanges respectively with Michigan University, for which you have charged in your account.

Question 1st, by Alexander H. Ewing, one of the defendants in this case. [V. Worthington, counsel for defendants, Williams and Oliver, objects to this and all other interrogations by said Ewing, and also to those by John G. Worthington, written below.] Was the salary of $1,200, paid you by the Port Lawrence Company, together with the $300 paid you by the Sandusky Company, for your services in the year commencing on or about the 14th August, 1817, designed to compensate you for your full time; *i. e.*, were you not to devote all your time to that business?

Question 2d, by same. When was you elected cashier of the Miami Exporting Company, what was your salary, and how much of your time could you or did you devote to Port Lawrence Company business, during your said cashiership?

Question 3d, by same. From the time your cashiership expired, mentioned in my 2d question, until 1829 or 1830, were you not, at several times, necessarily called to Lucas county by your own business, unconnected with Port Lawrence Company business—say by your law-suit with John Pray?

Question 4, by same. Were you not, during some of the time, between the expiration of your cashiership, above mentioned, and the year 1830, engaged in other business in Cincinnati?

Question 5, by same. When were you elected secretary of the Cincinnati Insurance Company, what was your salary in that office, how long did it continue, and how much of your time was required by your duties in that office?

Question 6th, by same. When was you elected President of the Cincinnati Insurance Company, what was your salary, how long did you continue in that office, and how much of your time during this period were you engaged in the duties of said office?

Question 7, by same. Did you pay any money or other consideration to the administrators or heirs of M. Baum, other than the refunding the amount paid you for the purchase of M. Baum, and interest, and the satisfaction of the claim now set up against the company, as consideration for the deed of quit-claim executed to you by A. H. Ewing and wife and Jacob Baum?

Question 1, by John G. Worthington, one of the defendants. Was you or not connected with Martin Baum in the produce business, some time between the time of your becoming disconnected with the Miami bank and his accepting the secretaryship of the Cincinnati Insurance Company?

Question 2d, by same. Were the funds applied to the repurchase of river tracts 3 and 4, and three quarter-sections, derived from the sale of lots, or interests in tracts 1 and 2, or other property that had belonged to the Port Lawrence Company, or to the company, the members of which were John H. Piatt, Robert Piatt, G. A. Worth, and Wm. M. Worthington?

*W. C. Schenck's letter—D.*

FRANKLIN, 22*d Nov.*, 1817.

DEAR SIR: I regret exceedingly my inability to travel to Cincinnati; an almost constant slow fever has kept me confined to the house the greater part of the time since I returned from Meigs; and now a miserable additional disorder (piles) prevents riding on horseback altogether. I have made several attempts to make out my account of expenditures, but really the confused state of my head incapacitates me from any thing. I do not recollect what was the amount of the cash included in the receipt given to you, nor the other items; have sent you all the papers, from which you will oblige me by making out the account, excluding Smith's, except when in our employ. I have agreed to pay all his expenses, when detained on account of my sickness, although he will then be poorly paid. I could with difficulty make him agree to it. Make an exhibit of expenses, as near as may be, saving the papers for any further rectification that may be found necessary for any balance hereafter. It would have been gratifying to me, on many accounts, to have met the company in Cincinnati, and to have united in any measure deemed most advisable; but whatever arrangements shall be made will be acceded to (as obligatory) by me. I am not tired of the purchase, nor disposed to sell out cheaply; had I the funds at command, would willingly be a purchaser. The necessity of raising funds, from sales to be made of part of the lands, urges the propriety of some person (*yourself*) being on the ground; some printed advertisements, either handbills or in newspapers, should offer farms for sale or lease, and lots for sale at Port Lawrence—the terms as before, but always discretionary with the agent; a cash bargain an object.

Mr. Rowley would have given for the Hunter farm $30 per acre, cash, or very shortly after purchase; this would be but a small advance, but I would advise sales even at such advances, to meet at least the first instalment. I cannot help thinking that your conjecture of the disapprobation of the company is unfounded; although numerous, yet I do not believe (from a knowledge of those who compose it) that we shall have cause to complain that the "Republic is ungrateful." Give me a neutral standing, and I would testify that no exertion was wanting on your part, or measure left unessayed, to promote the interest of those concerned. A little countenance from some of the more consequential members, *at the*

*sale*, would, I believe, have helped the cause, but that we could not order.

Although the notice was short, and the number at the sale consequently few, some such bidders, directly or otherwise, would have given a tone to the business. My object in sending the papers is to show just the expenditures. You may leave the papers with Mr. Baum.

Yours, truly,

W. C. SCHENCK.

Major OLIVER.

UNITED STATES CIRCUIT COURT, *District of Ohio:*

ROBERT PIATT
*vs.*
WILLIAM OLIVER, et al. } In chancery.

Answer to question 1, by commissioner. Paper A 4, cash account, 5, salary account, and 6, general accompt, were made out by deponent, and to the best of his knowledge and belief are accurate and just. Numbers 1 and 2, A, are statements in handwriting of Martin Baum. Deponent cannot state any thing in relation to them. No. 3, W. C. Schenck's account, is in deponent's writing; he does not now recollect any thing particular about it, but believes he presented the same, with such vouchers as Schenck furnished, as will be explained by reference to Schenck's letter D, dated "Franklin, 23d Nov. 1817." No. 7, Baum's account against Piatt Company, deponent has no knowledge of. No 8 purports to be an account of Baum against Oliver, comprehending many articles of merchandise, which deponent presumes correct. No 9 is William C. Schenck's receipt for moneys paid him, received as first instalments on lots in Port Lawrence, sold at treaty ground, Maumee, in 1817, and was taken into the settlements of accounts between Baum, Schenck, and Oliver, being $855 33. Bundle 10, containing sundry papers purporting mainly to be disbursements incident to laying out and selling lots in Port Lawrence, and expenses incurred by General Schenck in and about the same, so far as offered in support of accounts, deponent believes correct; so far as they are payments made by Oliver he believes them true and just, and so far as in support of Schenck's account deponent would give entire credit to them.

Answer to question 2, by same. The statements and vouchers mentioned in question 1, so far as deponent is concerned, and so far as they go, were the only accounts kept of the transactions to which they relate; but deponent thinks there were other memoranda that would more fully sustain some of the items of statements rendered Baum. Deponent cannot state in what manner Martin Baum kept his account with the company.

Answer to question 3, by same. The folio marked Z was prepared by deponent for the sales, and as the lots were struck off by

auctioneer to bidders, deponent set down the purchasers' names, residence, and price, on the line corresponding with number of lot. The sales were conducted through progressively, deponent thinks, without stopping to receive the first instalment, and give title-bond, with the understanding that the contracts would be completed as soon *soon* as possible after the sale closed, and that bids not attended to by purchasers would be set aside, and the lots "revert" (deponent thinks was the term) to proprietors. Deponent cannot state precisely the number of lots set down as sold that reverted. He thinks there was a statement furnished Baum of the number of lots sold in Port Lawrence, or registry of the certificates issued.

Answer to question 4, by same. Deponent does not recollect any thing further touching accounts and settlements with agents before the relinquishment, than is contained in answer to question 1st, or cited in 1st question. He settled his accounts with Baum only, as appears by said papers.

Answer to question 5, by same. No accounts were kept or made out, other than statements accompanying the surrender to Martin Baum. The amount paid in each case, with one exception, deponent believes, was the amount paid by purchaser with interest from date of purchase until taken up, without abatement.

Answer to question 6, by same. Deponent has no knowledge how Martin Baum made entries or kept accounts of the certificates taken up, other than appears on the papers and statements exhibited by A. H. Ewing in his answer. So far as I know of certificates being taken up by Baum or agents, no deduction was made of the principal or interest thereon, up to the time of taking in the certificate, except in one case with C. Hammond, att'y.

Answer to question 7, by same. Deponent thinks it probable that Baum refunded assignees of certificates, in some instances, and perhaps all, the advance they paid original purchasers, together with original payment and interest. With the qualification before, deponent does not recollect a deduction made of either principal or interest in taking up certificates. There was an adjustment of D. C. Henderson's claim for lot and warehouse, which deponent was frequently called upon to assist in. He can't now recollect the particulars. The papers in the case will explain how it was done.

Answer to question 8, by same. I have no distinct recollection of these lots now. I had an impression heretofore they were taken up, but deponent has no authority at hand to sustain that impression. He cannot explain about lot No. 153. It was treated, on settlement with administrators, as one of the lots the estate owned. The administrators of Baum's estate construed the clause of the agreement with Oliver to take up "outstanding certificates," to embrace such as were Baum's property individually, in contradistinction of those that were taken up by him for account of company. This lot was among the number owned by Baum (perhaps by ass't), and which the administrators held was to be considered

outstanding, (though deponent thought otherwise,) and deponent bound to pay estate for. It was so adjusted, and that certificate, with some two or three others, were stated by administrators as mislaid, but on recovery were to be assigned deponent.

Answer to question 9, by same. Deponent kept no books of account, but such memoranda as with the vouchers enabled him to make out the account of expenses and disbursements. Deponent has no knowledge of the manner Baum kept this account, or the accounts with the company.

Answer to question 10, by same. Store-house was rented at some rate before the relinquishment, but deponent cannot state the amount rented for or received. It was used as a common receptacle for inhabitants, emigrants, and the sick, and in the fall season the latter were most numerous. Deponent believes that whatever rent was received prior to surrender was carried to the credit of the company in some way, and that papers or statements furnished Baum would go to explain the matter. The item credited as received from Jos. Prentis, in account the predicate of mortgage, may be connected with rents.

Answer to question 11, by same. Deponent was the greater part of this time in official business stations, and bestowed the necessary time, he supposes, in attending to his duties. Deponent cannot state with any precision the time spent in the affairs of the Port Lawrence Company. He believes he was called upon by Baum in every thing appertaining to the sales, and accounts, and correspondence in any way connected with his previous agency at Port Lawrence, and that attention was paid to all the matters presented. Baum employed no resident agent at Port Lawrence after deponent's agency, but called on him regularly for aid and information. Baum had never visited the property, had no personal acquaintance with the country, and stated he could not act understandingly in the premises, of himself. The whole matter was unpleasant in the extreme, from the moment it was understood the speculation was to fail. The reluctance with which the parties made contribution, and the complaining tone of purchasers of lots, made deponent's position unenviable. Business to the extent of the Port Lawrence concern might have been transacted with little trouble, if there had been willing contributors, and the concern prosperous. It will readily be perceived that more time and trouble may attend a $10 claim where you have to correspond and talk about the want of means, and why there are not means at hand, than to liquidate a profitable operation of $10,000. Such was the condition of Port Lawrence affairs, and every one you came in contact with, whether interested or not, considered the defunct concern fair game to take a tilt at. The official stations of deponent afforded time to him to attend to Port Lawrence matters. They also afforded the means of subsistence, which was no small concernment, looked at in connection with Port Lawrence matters. Deponent did not con-

sider himself agent, and of course there was no agreement as to compensation, and the multifarious services rendered were intended at the time as friendly and gratuitous acts to Baum. But as an agency is now imputed to, and thrown upon him, he claims it as a right to charge for all services, first and last, corresponding with the beneficial results of his labors in connection with the property claimed by complainant, and which complainant should not be permitted to enjoy without compensation. The zeal with which the matters were conducted in the acquisition of the property from the University is palpable, and the benefits of subsequent exertions in giving importance to Port Lawrence are also apparent. The small sums received from Martin Baum were not then, are not now, to be considered as compensation as an agent. Baum urged he was largely in advance to company; the property insufficient to reimburse him, and that his further expenditures would be wholly lost. The charges were small, and would have been less, if deponent had been in funds at all times, on account of Mr. Baum's situation and distress. For the amount of the several small sums received, deponent begs leave to refer to M. Baum's claims against company, for explanation. The relation in which deponent is now placed was not then considered, and of course no compensation paid for the services in such relation; and of course what was received was not in full for services not then contemplated or brought into the account. The accounts show what were paid for.

Answer to question 12, by same. The papers of agreements and conveyances exhibited to [the] master comprehend all the sales, and moneys received therefor, since the property came under the control of deponent, (except the sale to M. T. Williams of $\frac{1}{3}$ of ten acres of tracts 3, and $\frac{4}{5}$ of last purchase of University.) They are true and correct, and without concealment.

Answer to question 13, by same. All the purchases are paid, and so stated, except the last instalment of Philander Raymond's purchase, 9th January, 1836, which may be seen by reference to contract. Suit was instituted on it in New York; no money made, and deponent had the costs of suit to pay—about $90. The matter will be postponed by this suit.

Answer to question 14, by same. Deeds have been made in all cases, (except in lots 13, 14, sold Palmer and Keeler.) As to some of the sales, titles have been made as for lots in Port Lawrence, being the proportion such purchasers were entitled to, in the division of the property by the proprietors thereof, as will appear of record in the proceedings of the proprietors, in a book or books containing said proceedings. In the case of Lot Clark and Chas. W. Lynde, deeds were first made by deponent and wife; subsequently others were executed jointly by Oliver and Williams for same. All of which, deponent presumes, are to be seen in the records of Lucas county.

Answer to question 15, by same. Deponent believes the vouchers in bundle B, accompanied by account for disbursements on lots 223

and 224, but cannot say there were no others. He inclines to the belief that the vouchers explained the account in full, and he knows the account was sustained at the time. Deponent cannot now explain as to 8 and 19. There are, in all probability, some papers missing. They have been extensively handled by Mr. Ewing and his associates since Baum's death, as deponent has been advised and believes. Wilson's order on Gibbs and Conant, in favor of Gouin, may have been connected with account of latter.

Answer to question 16, by same. Deponent has no knowledge of any agreement between Baum and the Piatt Company, in relation to the balance arising from relinquishments, except Baum's statement. Oliver thinks he aided Baum, after repeated importunities, to make statements T, U, in A. H. Ewing's answer. Baum requested deponent's assistance, that he might not err in the outstanding certificates and obligations, and deponent thinks there was some certain way of determining at that time, but cannot now say the particular papers, vouchers, or books used. Deponent recollects that many purchasers of public lands, within reserves, at Sandusky and Miami rapids, in 1817, preferred relinquishing and taking Government scrip, or disposing of their certificates to such as wanted to pay out, rather than pay out at the prices purchased at in 1817. The relief law restricted the receivability of the fund arising from relinquishment, deponent thinks, to the particular land district. There were but few inclined to invest in lands in the Maumee country at that time, and scrip, thus produced, depreciated below its face. Deponent purchased of General Vance part of certificate (for tract 63 or 64), for bank notes not worth 50 cents cash on the dollar; and, according to my recollection, that was the current rate of the scrip.

Answer to question 17, by same. To further the Erie and Kalamazoo railroad, which was considered of vital importance to Port Lawrence, the proprietors, by arrangement, subscribed stock. Deponent then regarded it of great moment, and still so thinks, and that an unconditional gift to secure its completion was the best of all expenditures about Toledo. He was unable to pay it out, and keep up with other calls. The matter of construction was secure, and, concern on that point ceasing, the payment was delayed until deponent found himself unable to pay it—until, perhaps, it has been forfeited. Payment to county commissioners is part of subscription made to induce the locating commissioners to establish the seat of justice at Toledo. The proprietors of upper and lower Toledo subscribed $20,000, deponent believes, for the erection of public buildings. The subscription was deposited with county commissioners, to be used at their discretion in constructing the public buildings. They commenced a court house, and drew on defendant Williams, which was paid by deponent as stated. The services of deponent, from 1831 to 1835, were unremitting in efforts to revive Port Lawrence; such as being on the ground, travelling

to various places, to form correspondence, and induce men of enterprize and capital to take hold and improve, or to become interested in some way, to secure their influence; to secure steamboats to run into that port, as the best mode to establish business; subject to inconvenience, deprivations and sickness, in his operations at Port Lawrence. During this period, the decease of Martin Baum was well nigh defeating the whole enterprise; and but for the relieving of the property from the incumbrance, the matter must have failed. From 1835 to 1837 inclusive, continual and extraordinary exertions had to be employed, to preserve to Toledo its proper claims. The extravagance of speculation, and the facilities to sustain such operations, required boldness, tempered with prudence, to adjust surrounding difficulties, in such way as to sustain Toledo and its proprietors. The result shows that fair success has obtained. From 1837 to 1840 were a mere watching, nursing, and fostering of interests, not to fall back, until we could again start forward. It is not pretended that deponent done all this alone; on the contrary, his associates, and others in interest, contributed their active co-operation. But the position of the deponent in the premises, in the outset, was such, that he necessarily acted, and secured and plied the services of others, to produce beneficial results. Deponent has gone, from once to thrice a year, from Cincinnati to Toledo; spent much time there; held intercourse with other places, for the promotion of Port Lawrence interests. "The nature and extent of services" in the negotiations of the 1st and 2d, with the University of Michigan, cannot be fully presented. Deponent is indebted to Governor Vance for the first idea of the manner of acquiring the property from the University. In 1827, after the public land sales at Delaware, he was going to Detroit on business with Governor Cass; deponent accompanied him, and whilst at Governor Cass's house, in presence of Governor Vance, broached the subject. Governor Cass expressed himself favorably, but was about to leave for the upper Lakes, and the matter was postponed. In 1828, deponent went to Detroit again, and opened the subject gravely. The negotiation was opened by deponent offering money, or to locate Government lands in lieu of 1 and 2. Most of the trustees were warm personal friends—with several of them, a friendship that had been contracted in the tented field. Several had purchased lots in Port Lawrence, and appreciated the conduct of deponent in refunding them their purchase money. From these considerations, the trustees were inclined to listen to the proposition favorably, so far as they could without prejudicing the rights and interests of the University. There were among the trustees, however, several actively opposed to any arrangement whatever. The basis of treaty was formed ultimately, after much interchange of views, to be in an exchange of adjacent lands. These lands were in the name of Martin Baum, though deponent expected to control the title very soon, by virtue of the judicial proceedings against said property,

and therefore offered it, calculating, of course, if he failed in securing the lands, that his negotiation would terminate, unless he could renew and succeed in a cash negotiation.

Deponent stated to trustees, he designed reviving a town on Port Lawrence site, and that the property offered would improve, and all parties be benefitted in the exchange. Those opposed adverted to tenure of title, and what guaranty had they of a town being built up. Deponent was advised of the strong friendship subsisting between Judge Burnet and Martin Baum, and certain of the trustees; this suggested the policy of using their names, and that of M. T. Williams, favorably known as an internal improvement man, in aid of the transaction. It is presumed these names were used, and the negotiation shaped, at the instance of some of the board, without the suggestion or knowledge of deponent, to overcome the objections of the opposing trustees. The trustees, as such, were incompetent to conduct an enterprise like that required to build up a town at Port Lawrence. Deponent's interest would have been clearly promoted in holding adjacent lands, if tracts 1 and 2 had been so situated that others would spend their time and money in building the town. The old company had become so obnoxious to censure in that country, that nothing could be effected in their name or behalf. It was well known that J. H. Piatt and William Steele, principal proprietors in the old concern, were dead, and their estates largely insolvent; others of the old company scattered abroad and embarrassed. Under such state of [the] case deponent is warranted in saying, as his belief, that a proposition for treating, in the name of the old company, would not have been entertained by the trustees; and besides, deponent believed that if deceased's estates were made interested, that the property would be subject to creditors' claims, and the living proprietors incapable of moving a step in town-making, without the concurrence and authority of the multitudinous creditors of these two bankrupt estates. Deponent begs that such stupidity be not imputed to him.

After W. Steele's failure in business, when arranging for the consulate at Acapulco, he transferred his interest in Maumee and Sandusky property, (and, as deponent believes, from intercourse with him, without intending to embrace Port Lawrence, for that he regarded the Port Lawrence property more than eat up in outstanding liabilities of the company; which belief is made more certain by the fact, that at a division amongst the Sandusky Company, when deponent was called upon to aid the proprietors in a division, Port Lawrence was put out of question, and no attempt to divide,) in trust, to Edwards, near Louisville, Kentucky, for the indemnity of his brother, Richard Steele, and others, endorsers; and if any surplus, to be applied in payment of other debts. This said property John Rowan, of Kentucky, now claims, under purchase from said trustee in 1836, after the excitement in real estate operations had obtained in the Maumee country. The complainant,

nor any of the old company, were wronged, for not a soul of them knew of the negotiation in its incipiency. There was no wrong designed in using the names of Burnet, Baum, and Williams; they might, or not, confirm the acts of deponent, but it was altogether probable they would participate and fulfil the expectations of the trustees of the University. If they did not, and deponent failed to interest others and build up a town on 1 and 2, deponent supposes, although he is no lawyer, the University could have obtained a rescision of the contract. Two years after the agreement had been settled, and much time, money, and anxiety bestowed on the matter by deponent, the trustees, in meeting, rescinded the whole agreement. Deponent visited Detroit, and, after much trouble and anxiety, got an understanding that the board would be convened to reconsider the rescinding resolution. It was pressed by deponent's friends until brought about, and finally, and that, too, without the aid of the names used in the early negotiation, amicably arranged in 1831.

Deponent begs leave to refer to letter of Hy. S. Cole, esq., his attorney, as elucidatory of some of the difficulties compassing this subject, dated "Detroit, November 26, 1830." Deponent's interest was so largely involved, that pecuniary necessity compelled him to try and conduct the original scheme of town-making to some beneficial result; and nothing but continued zeal and enterprise could have overcome the rival opposition of neighboring towns, already thriving villages, supported by capitalists, enterprise, and newspaper establishments, when Toledo was a mere wilderness, without people, business, road, canal, railroad, or any other visible signs of a town. Deponent sold tract 60, Miami rapids, for what it would command, to raise funds to place in hands, or under control of H. S. Cole, his counsel, to be used, if necessary, in the negotiation for 1 and 2. The second negotiation was attended with similar difficulties—much time employed, expenses encountered. It was understood by the trustees, at the time of the last negotiation, that Judge Burnet had declined an interest in the first property acquired, and that Martin Baum was dead; the University owned considerable other land in the immediate neighborhood; the trustees felt justified in making the second arrangement, to further encourage the exertions being made to build up a town, as their property was to receive additional value in proportion to the success of the town. Application was made to Congress for authority to complete the contract; at the instance of some opposed, the wording of the bill was such that the purposes of deponent *was* defeated; the property was advertised by the trustees for sale at public auction; deponent repaired to Washington city, and procured the passage of a second law, securing the privileges of the contract. All these movements required the aid and assistance of friends, and necessarily incurred expenses. The excitement growing out of the "Toledo war," was turned to [the] disadvantage of Port Lawrence in Michi-

gan. Deponent did not procure a deed for the property in the 2d negotiation, for a long while after the treaty.

Answer to question 1, by Alexander H. Ewing. Deponent regarded himself bound to attend, in good faith, to the business of the company, so far as confided to him, and to give his time to that service, so far as necessary, and no more; and he thinks he did, to the best of his knowledge and skill. The business of the company, in selling and receiving moneys, occupied but a small portion of his time; yet he was talking with folks, and representing the advantages of the position, and other things, as he supposed right and conducive to the interest of the proprietors. He engaged in building a store, or warehouse—the company unwilling to improve as a company, but desirous that deponent and others would—and no movement seemed to give such impulse to the place for the time being. It seemed, to those who had purchased lots, an earnest of the proprietors having confidence themselves—that they were willing to help improve the town. Deponent's acts were looked upon by the people as company movements. So far as deponent's time was not required in the protection of the company's interest, he always considered he might be otherwise employed for his own account; and such was understood to be the views of the proprietors.

Answer to question 2, by same. Deponent was elected cashier of the Miami Exporting Company about the first of July, 1818, at 1,500 dollars per annum. The time devoted to Port Lawrence was so much only as was rendered by request of Mr. Baum, in aiding him to conduct said Port Lawrence business properly; and which turned out just to be all that related to Port Lawrence town-making. Mr. Baum urged that he had never been out to the Maumee country, and could not do justice to company interests without deponent's assistance. There is time for much business out of banking hours, if a man works all the time.

Answer to question 3, by same. Deponent was several times in Wood county, defending a suit growing out of Sandusky Company business, brought by Pray against Baum and deponent. It was not deponent's suit, in fact, but Mr. Ewing's wife's father's, (for which I may yet charge;) and, when there, attended to all matters Mr. Baum requested of me.

Answer to question 4, by same. Deponent was engaged some two years or more with Martin Baum, interrogator's father-in-law, in a small produce business, and for want of capital had to seek some other employment.

Answer to question 5, by same. Deponent was elected secretary Cincinnati Insurance Company in 1829; he thinks salary at first $750 per annum, and was enlarged during [his] secretaryship to $1,200 per annum.

Answer to question 6, by same. Deponent don't recollect the period of being elected president of Cincinnati Insurance Company; the salary was $1,500. The duties of these several offices were

extensive, and required much time and attention. Deponent will here take leave to say, that in his several official relations he enjoyed great liberality at the hands of those who directed the institutions, and that all proper time, not inconsistent with his office duties, was allowed him to transact his other business. These stations have afforded him the means of subsisting his family, and of conducting his several negotiations to a successful termination, and of securing and holding a property that has grown up under his superintendence, from a merely nominal value to the worth of hundreds of thousands of dollars, until cupidity has severed the ties of relationship, in grasping the possession. Without the means derived from these business stations, to acquire and retain this vast property, all the present bright prospects of deponent and complainant would have perished in the beginning in poverty.

Answer to question 7, by same. The agreement with the administrators, and the release of the heirs, explain the transaction, and to which deponent respectfully refers.

Answer to question 1, by J. G. Worthington. Deponent was engaged with Martin Baum, he thinks, upwards of 2 years, in a small produce business, during the period the question covers.

Answer to question 2, by same. They were not.

And further deponent saith not.

WILLIAM OLIVER.

Sworn to, and subscribed before me, at Cincinnati, this 18th day of February, A. D. 1841.

A. F. PERRY,
*Special Master Commissioner.*

*W. Oliver's account.*

*The Port Lawrence Company to William Oliver, Dr.*

| | |
|---|---|
| To amount of decree in supreme court of Michigan, 2d July, 1828 - - - - - | $2,305 96 |
| " interest to 12 September, 1828 - - - | 96 07 |
| " costs taxed - - - - - | 48 72 |
| For interest from 12 Sept. 1828, to 1 Jan., 1841— | $2,450 75 |
| 12 years 3 months 19 days - - - | 1,809 05 |
| " estimated expenses in suit - - - | 200 00 |
| " interest 12 years - - - - - | 144 00 |
| A | $4,603 80 |

The mortgage was taken by William Oliver, to secure the repayment of moneys advanced for use of Port Lawrence Company in

taking up their bonds, at the instance of Baum, trustee, for lots sold in Port Lawrence in 1817; No. 522, 25, 26, 81, 104, 139, 272, 340, 372, 390, 399, 400. These were taken up from B. F. Stickney, and amounting to - - - - - $1,063 61
Interest to 31 August, 1823 - - - - 19 32
For paid Jacob Wilkinson, for account D. C. Henderson, for lot and improvements in part - - 90 00
" sundry postages of letters on company business - 8 00

$1,180 93

*Credit.*

Per Joseph Prentis - - $61 25
" Jesse Hunt - - - 57 45

118 70

$1,062 23

For one-half instalments paid company for lots 223, 224, bought by W. Oliver at company sale in Sept., 1817, with improvements thereon, and interest - 773 24

$1,835 47

Oliver rendered Baum statements of the several transactions. The certificates for lots sold in P. L. were assigned the company or Baum, and are amongst Baum's papers. Oliver begs to remark here, once for all, that he paid the full amount to holders of company bonds of the instalments they had paid on the lots, with interest until taken up, without one cent abatement, in any instance, on any certificate taken up by himself, or his order, except one lifted of Charles Hammond, esq., agent, who declined the whole amount, and said his client did not expect it. The difference Oliver does not now recollect.

There is some little discrepancy between the mortgage consideration and exhibit O, in A. H. Ewing's answer, in the extension or addition of the charges for lots 223, 224. The whole difference is $10, and, if correct, would change mort. $5.

In taking the mortgage it will be perceived that Martin Baum's interest in lots 223, 224, improvements, &c., was not put into the mortgage, but that he arranged the same with Oliver. The account originally had perhaps better have been reduced for Oliver's half only, as in that shape no misapprehension could have existed. But the same result precisely is produced in making out the whole and deducting one-half, or of stating but half in the first place.

Oliver cannot tell why the account was so stated, unless Mr. Baum desired it as a sort of voucher for his claim against the company. It was immaterial to Oliver how the account was stated, so it covered and refunded his disbursements. [See Baum's receipt to Oliver, A, for certificates for lots 223, 224.

Baum purchased one-half interest in lots 223, 224, and the improvements thereon, at joint expense. Baum arranged his half with Oliver, as it would have been improper that his claim should constitute any part of the mortgage consideration.

It seems this interest of Baum in said lots and improvements is charged in account against [the] company. Oliver does not intend by this, or any other statement he may make, to bring in question Baum's competency to pass his interest in the mortgaged premises to Oliver.

B.

*The Port Lawrence Company to William Oliver, Dr.*

| | |
|---|---|
| For his services under imputed agency from the 4 July, 1818, until the 4 August, 1828, 10 years and 1 month, at the rate of twelve hundred dollars per annum, the salary allowed him originally by Port Lawrence Company— | |
| For 13 months' salary, up to August 4, 1819, and interest until 4 August, 1828 - - - | $2,002 00 |
| " 2d y'rs salary, ending 4 Aug., 1820, and 8 y'rs int. | 1,776 00 |
| " 3d " " " 1821, " 7 " | 1,704 00 |
| " 4th " " " 1822, " 6 " | 1,632 00 |
| " 5th " " " 1823, " 5 " | 1,560 00 |
| " 6th " " " 1824, " 4 " | 1,488 00 |
| " 7th " " " 1825, " 3 " | 1,416 00 |
| " 8th " " " 1826, " 2 " | 1,344 00 |
| " 9th " " " 1827, " 1 " | 1,272 00 |
| " 10th " " " 1828, - - | 1,200 00 |
| | 15,394 00 |
| For interest on same up to 1 Jan. 1841, 12 years 5 months - - - - - - | 11,468 53 |
| | 26,862 53 |

Tracts 1 and 2 were relinquished in 1821, and perhaps ought not to be charged with agency until again acquired of the University. That view would charge upon the whole the three first years' agency, with interest, and upon 3, 4, 86, and 87, and perhaps properly the three quarter-sections should bear a proportion, the other seven years, with interest, viz:

| | |
|---|---|
| Three-tenths of $26,862 53, chargeable to 1, 2, 3, 4, 86 and 87, &c. - - - - - | $8,058 76 |
| Seven-tenths of $26,862 53, chargeable to 3, 4, 86 and 87, &c. - - - - - - | 18,803 77 |
| | $26,862 53 |

*The Port Lawrence Company to William Oliver,* DR.

| | | |
|---|---|---|
| For debt and charges in attachment suit, founded on M. Baum's certificate of indebtedness of the Piatt concern, dated 10th September, 1822, for | $213 07 | |
| Debt adjudged, 23d October, 1826 | | $265 94 |
| Costs taxed | | 45 36 |
| | | 311 30 |
| Costs of sheriff selling off land | $12 50 | |
| Execution | 38 | |
| | | 12 88 |
| Auditor's fees,—three, at $5 each | 15 00 | 324 18 |
| Advertising auditor's sale | 4 00 | |
| Sheriff's deed, and recording | 2 00 | |
| Attorney's fees | 25 00 | |
| Auditor's deed, and recording | 5 50 | |
| Expenses attending to suit | 50 00 | |
| | | 101 50 |
| | | 425 68 |
| Interest on $324 18, till 22d August, 1828 | | 35 65 |
| " 461 33, up to 1st January, 1841 | | 342 00 |
| | | $803 33 |

The certificate of Baum was for one-half the amount refunded purchasers of lots in Port Lawrence, due from the Piatt concern, in contradistinction of the Baum concern; the latter having paid their half on certificates of sale of lots Nos. 20, 21, 85, 103, 107, 120, 147, 148, 172, 188, 198, 218, 229, 271, 339, and 373 - $426 14
Baum Company paid one-half - - - - 213 07

Due from Piatt Company, which Baum certified - $213 07

Above state of facts is disclosed in exhibit T, A. H. Ewing's answer, and will be found particularly stated in account rendered Baum, with the title bonds for lots assigned company or Baum. As the freshness of these matters *are* lost in the lapse of time, Oliver respectfully claims that he may be permitted to explain, especially as fraud and collusion are charged upon him in this transaction. The attachment suit was not resorted to until every expedient Oliver could invent was exhausted. Oliver's letter to complainant, in exhibit R. of amended bill, was couched in kind terms, designed to invite a response; but nothing could be drawn out, (some mistake in date of copy of letter.) Oliver advised the Piatt concern of the

judicial proceedings in the courts of Michigan; he offered to complainant, and Benjamin M. Piatt, administrator, the three quarter-sections acquired under attachment suit after the equity of redemption had expired, if he could reimburse the money paid out in that behalf. It seemed to be acceptable, and time was asked by B. M. Piatt to see N. Longworth, Co. administrator, to raise the money; but no further notice was taken of the matter, and Oliver considered his proposition as rejected, and the property abandoned.

*D.*

*The Port Lawrence Company to William Oliver,* DR.

| | |
|---|---|
| For his services in negotiating and consummating the exchange with the trustees of the University of Michigan, begun in 1828 and closed in 1831 - | $10,000 00 |
| For interest on same, from close of arrangement till January, 1841 - - - - - | 6,000 00 |
| | $16,000 00 |

Oliver respectfully claims that no other person or persons than himself could have effected an arrangement. The character of the Port Lawrence Company had become tarnished by their delinquencies, and they were looked upon with distrust and dissatisfaction, and considered incompetent, from their embarrassed condition, (some of the members being dead, and their estates insolvent, and others scattered off, and giving the matter no sort of attention or care,) to attend to and carry out an enterprise involving so much care and critical attention as the building up a town at the old Port Lawrence site. After the surrender in 1821 the purchasers of lots in Port Lawrence were disregarded, and no arrangements made to refund to them their purchase money, or remunerate them for their disbursements in improvements; and after Oliver had adjusted those demands to a considerable amount, at the instance of Baum, trustee, the members of said company refused to make contributions to meet said claims, and Baum refused, on the grounds of inability, to make further advances for company account, but would pledge the company lands. Purchasers of lots in Port Lawrence were complaining loudly of the company delinquencies, (as the creditors of a broken bank, or other corporation or association, take the liberty of doing under disappointment and discredit, and more particularly on account of the very limited money means of the country at that day, universally so with the people of the west,) appealing to Oliver to know if the company designed swindling them out of their money; preferring, at the same time, that Oliver had induced many of them to purchase lots. Under these annoying circumstances Oliver stepped forward, and by himself, and Colonel Hy. J. Hunt, of Detroit, lifted the outstanding bonds of the company, under promise

of Baum of adjustment. B. F. Stickney had sued out a foreign attachment, and levied on all the company property. It was to give time to proprietors to contribute and save their property, that Baum mortgaged to Oliver. Several of the trustees had been officers and army acquaintances of Oliver during the late war, and purchased lots in Port Lawrence at his instance. Governor Cass was familiar with conduct of Oliver in the premises. Part of the trustees were actively opposed to any arrangement, and interposed many obstacles at the threshold of the negotiations. Oliver held out that the property offered in exchange, lying in the vicinity of 1 and 2, (as the trustees seemed to have narrowed the basis of arrangement to neighboring lands,) would be increased in value by building up a town on 1 and 2, the only point to start a town, and both parties be benefitted by the transaction; the trustees, in that character, being wholly incompetent to build up a town. The title of property offered was certified—guarantee of building up a town called for. The ancient and subsisting friendship between some members of the board, and Jacob Burnet and Martin Baum, suggested the policy of offering their names in aid of the negotiation; and that of M. T. Williams, favorably known as an internal improvement man, was added in conversations, without the knowledge of either Burnet, Baum, or Williams. Hence Oliver presumes the negotiation assumed the complexion—"Martin Baum and others"—"The authorized agent of Martin Baum," &c. The mere words employed in the negotiation were not considered of the slightest importance, as, by virtue of the judicial proceedings, Oliver expected to control the title of the property; the old company was not thought of, as being capable of asserting any claim or interest in the negotiation. J. H. Piatt and William Steele were dead, and their estates largely insolvent; and the idea of building up a town at Port Lawrence, with such dead weight, never crossed any living mind. If it had been understood by the trustees that the old concern, comprehending the dead, were the persons expected to build up the town contemplated, they would not have entertained even a proposition for exchange. This must readily be perceived. Oliver visited Detroit, in company with Governor Vance, in 1827, (soon after the public sale at Delaware, where it was expected tracts 1 and 2 *was* to be sold,) when the subject of negotiating with the University for tracts 1 and 2 was broached to Governor Cass, ex-officio president of board of trustees; he expressed himself favorable, but was about to leave Detroit, and the matter was postponed.

In 1828, Oliver visited Detroit again, and opened the negotiation with the trustees, nearly all of whom were intimate friends. The subject was pressed with industry, and, after many vexatious difficulties were overcome, resulted in favor of the exchange. The proper authority was procured from Congress, after encountering the old opposition of the board. At a subsequent meeting of the board, the exchange was rescinded, but finally the matter was

satisfactorily closed. The letter of H. S. Cole, esq., his attorney, herewith, may furnish a key to some of the difficulties encompassing the subject. (O.—See exhibits, 26th Nov., 1830.) Oliver's means, to a considerable extent, were locked up in the mortgage and attached lands, and, unless successful in the negotiation and in town-making, he was pretty well used up; for be it remembered that, up to the date of which we are treating, not one cent could be gotten of the delinquent proprietors, either from inability or indisposition to pay. They were, times out of mind, called upon, and advised of the judicial proceedings being prosecuted in Michigan against the company property, but paid no heed. All the matter of exchange was conducted by Oliver, consuming his time and money, without the aid, in any form, of a solitary individual of either company, except he may be said to have received assistance in the use of the names of Burnet, Baum, and Williams, without their knowledge, and when the company had not only no means of theirs in his hands, but were largely indebted to him. They are now willing to increase his claims by imputed agency, &c., when his exertions and enterprise has furnished the means of liquidation and a handsome property besides. The property retained by the company, under the relief law, without the exertions and success of Oliver in procuring tracts 1 and 2, and building Toledo, would not, at this day, be worth any thing more than lands for farming purposes. Port Lawrence site had commercial advantages, and 1 and 2 was the beginning place; but it must be borne in mind that the relinquishment in 1821 had again reduced it to a wilderness and state of nature. Other points in the neighborhood, under the control of men of means and enterprise, (Perrysburgh, Maumee, and Monroe, handsome villages,) and striving for the ascendancy, were bent on keeping Port Lawrence down. Oliver had experience enough in town-making to know that, if others would build the town, his interest would be best consulted by owning adjoining property. Such property he could have controlled if the company had paid their debts; but it seems neither could be reached, except in the way pursued. The same enterprise that has brought out Port Lawrence, would have been employed at some other of the points mentioned, and Port Lawrence and the company lands remained in a state of nature, without any canal or railroad constructed, or in contemplation of construction, pointing thither, or other improvements, as now exist at Toledo. The price at which lands and lots were sold in Port Lawrence, shows the difficulty of building a town. Common interests had to be sold to capitalists and enterprising men at their own prices. The best of lots passed for a mere song, to induce settlers. The health of the place was a great drawback. Major Stickney entirely failed in an attempt to start a town "depot" on his land, now the most important part of Toledo. Oliver treated the whole property, 1, 2, 3, 4, 86, 87, and the 3 quarter-sections, as his own in its management, and regarded

the losses in the disposition of 1 and 2 as working into the outlands by the growth of the town. The failure of Port Lawrence, in 1817, had shed distrust and misgivings, as to future success, in building up a town there, which, in connexion with the rivalry of the neighboring towns, required great perseverance and patience. River tracts 5 and 6 were entered, in 1832, at Government prices, $1 25 per acre, and large tracts in the neighborhood remained vacant up to that time. Speculation did not take root and flourish until after 1833 and '4. 1836 and 1837 was the era of gambling in property.

*H* 1.

*The Port Lawrence Company to William Oliver,* DR.

| | | |
|---|---|---|
| 1835. | | |
| July. | For paid on Erie and Kalamazoo railroad stock, (80 shares subscribed in conformity with orders of proprietors to put the work under way,) 12 p. c. - - - | $480 00 |
| 1836. | | |
| Nov. | For paid treasurer's draft for same acct. - | 1,000 00 |
| | " int. on 480, from pay't till 1st January, 1841, 5 yrs. 6 mo. - - - | 158 40 |
| | " int. on 1,000, from Nov., inclusive, till Jan. 1841, 4 yrs. 2 mo. - - | 250 00 |
| | | $1,888 40 |

For want of cash, Oliver could not pay out stock. No dividends have been credited these payments because of delinquency on subscription; and if the company is capable, it has forfeited these payments.

| | |
|---|---|
| 80 shares, *a* $50 per share - - - | $4,000 |
| Paid - - - - - - - | 1,480 |
| Due, with accruing interest - - - | $2,520 |

*H* 2.

*The Port Lawrence Company to William Oliver,* DR.

| | |
|---|---|
| For paid draft of county commissioners for part of subscription to secure location of seat of justice for Lucas county in Toledo - - - - - - | $1,250 00 |
| For interest on same from 14th Sept., 1838, till 1st Jan., 1841 - - - - - - - - | 172 29 |
| | $1,422 29 |

These measures were adopted for the prosperity of the place. In addition to these matters of subscription, Port Lawrence and Vistula, (Toledo,) in order to get the mail coaches to run through Toledo, had to take a section of the mail contract between Maumee and Monroe, which was conducted at a very heavy loss. Up to this sub-contract, the mail coaches passed 3 miles west of Toledo, on the U. States military road, the great mail route from the east and south to Detroit. The proprietors also expended large sums in an abortive scheme of building an extensive hotel, as matter of compromise between upper and lower (Port Lawrence and Vistula) Toledo. The latter charge will be presented by M. T. Williams, when he procures the necessary data, with other matters of charge, &c.

*I a* 1.

*The Port Lawrence Company to William Oliver,* DR.

| | | | |
|---|---|---|---|
| For his services in reviving Port Lawrence, in making improvements, inducing settlers, establishing business and commerce, from 1831 to 1835, 4 ys., at $2,000 per annum - - - - - - | | | $8,000 00 |
| Int. on same | 9 yrs. 8 mo., 1st yr's salary | $1,160 | |
| | 8 " 8 " 2d " | 1,040 | |
| | 7 " 8 " 3d " | 920 | 3,920 00 |
| | 6 " 8 " 4th " | 800 | |
| | | | $11,920 00 |

This was a critical period in the progress of Port Lawrence, and required great vigilance in defending and shaping matters in reference to its future growth. The natural advantages must have been lost in the success of neighboring and rival towns, if every possible aid had not been employed in favor of Port Lawrence. Major B. F. Stickney had made an unsuccessful attempt at building up "Depot" on the site now the most important part of Toledo. Persons familiar with the times and country, only, can appreciate the difficulties that were to be overcome in building up Port Lawrence. There was not a public road passing to or through the site. No business with the interior; Perrysburg and Maumee above, and Monroe 20 miles north on the river Raisin, commanding all the trade of the country. These places were advocated by their respective newspapers at the expense of Port Lawrence, which had no newspaper establishment, and the general unhealthiness of the country was charged upon Port Lawrence almost exclusively. A constant vigilance and zeal was necessary for success. And in explanation of public prejudice, one of the elements of opposition, Oliver asks to be permitted to relate the following anecdote, if the gravity of the subject will warrant the digression. An intelligent New Yorker, journeying across the peninsula from south Lake

Michigan to Erie, passed down the valley of the Raisin; in all the abodes of the inhabitants sickness prevailed more or less; coming to a house, where he found a mother and 5 children afflicted with intermittant, and neither able to help the other to a drink of water scarcely, [he] enquired of the mother about the health of the country; she replied "it is very healthy on the Raisin, but dreadful sickly on the Maumee." All this time it seems complainant was watching the progress of events, to learn if the advance in value would justify his asserting a claim in the property, heretofore indebted beyond its value.

*I* 2.

*The Port Lawrence Company to William Oliver,* Dr.

| | |
|---|---|
| For his services 2 years, 1835–'6–'7, ending April, 1837, *a* $5,000 per annum - - - | $10,000 00 |
| For interest on 1 year's salary, 4 years, 8 months - | 1,400 00 |
| " " 2 " " 3 " 8 " - | 1,100 00 |
| | $12,500 00 |

During this period character was to be given to Port Lawrence, in the location of canal, construction of railroad, county seat, &c., and required corresponding exertions to bring about proper results. It may be well enough to remark here, that after Port Lawrence had been laid out and under way, Major Stickney laid out "Vistula," immediately adjoining below. To quiet jealousies, it was agreed to merge the two divisions into one common town. The name Toledo was given by Edward Bissell, owning property in both divisions, in the absence of Oliver and Williams, but was acquiesced in by them afterwards. Oliver kept no account of his disbursements, while attending to the property, and journeying on that account. The expenses were heavy, as may well be conceived by those familiar with such operations. The mere name of being proprietor of such vast property subjected the owner to heavy expenses, and it was policy to be liberal for the character of the place. Oliver treated the matter as his own—never thinking such a claim as now set up could reach the property.

*I* 3.

*The Port Lawrence Company to William Oliver,* Dr.

| | |
|---|---|
| For his services from May, 1837, to December, 1840, inclusively, 3 years, 8 months, *a* $1,200 per annum | $4,400 00 |
| For interest on 1st year's salary, 2 years, 8 months, | 192 00 |
| " " 2d " 1 " 8 " | 120 00 |
| " " 3d " 8 " | 48 00 |
| | $4,760 00 |

This has been a perplexing period. Though much headway could not be made on account of extraneous difficulties, much time and money has been consumed in adjusting irregularities, conflicting interests, and titles of property sold. This Port Lawrence town-making has occupied the most of Oliver's time, care, and attention in shaping matters, with reference to building up a town. It has required care and attention to mitigate the evils of over speculation in 1835–'6–'7, about Toledo. The taxes have been enormously heavy and irregular, requiring great care and attention to save the property from sale. The complex tax arrangements at Toledo, the city and State exercising separate authority in assessing and collecting, makes it burdensome in amount and care. By inattention of persons provided with the means, several lots were sold, and had to be redeemed. Part of two of the 3 quarters involved in this case had been sold by, and bought for account of, Mr. Young, county auditor and attorney for A. H. Ewing. At the end of two years I learnt it, and had to redeem, subject to penalties, interest, &c.; and, perhaps, got them then because of irregularity in tax and sale; but it was cheaper to buy Mr. Young out, than go to law. Oliver has had to visit Detroit repeatedly, to go to Washington city, attend the legislature of the State, the location of canal, county seat, railroad—soften the asperities of our neighbors, conciliate the opposition of Michigan, as far as was practicable, by friendly intercourse. He may close by saying it has occupied his attention, to the exclusion of all other modes of acquiring property. All these things may not have been visible to the public eye, but it is, nevertheless, true. He has, by himself, copartners, and agents, been constantly watching and looking to the subject.

*K.*

The 2d negotiation with Michigan University,

To William Oliver, Dr.

| | | |
|---|---|---|
| 1834 } 1835 } | For paid University of Michigan for the lands exchanged to them for tracts 1 and 2 | $5,000 00 |
| | For divers expenses in the negotiation, visiting Washington city to get authority of Congress confirming the agreement - | 5,000 00 |
| | For W. Oliver's services in the premises - - - | 5,000 00 |
| | | 15,000 00 |
| | Int. 5 years, up to Jan., 1841 - - - - - - | 4,500 00 |
| | | $19,500 00 |

*L.*

*The Port Lawrence Company to William Oliver,* DR.

For the following sums paid on title bonds of company lifted by W. Oliver, viz:

| | | | |
|---|---|---|---|
| 1833. | | | |
| Sept. 20 | For paid Charles Joseph Lanman, assignee of Oliver Coit, per Hy. Starr, his attorney, on bond for lots 100, 160, and 342, A - - - - - - | $106 20 | |
| | Paid adm'rs Baum's estate on same account - - | 50 00 | |
| | | 156 20 | |
| | Interest on same up to 1 Jan., 1841 - - - | 68 21 | |
| | | | $224 41 |
| Oct. 24 | For paid adm'rs M. Baum's estate, on bonds for lots numbered 6, 86, 144, 153, 193, 244, 228, 275, and 318 - | 258 00 | |
| | Interest on same, till 1 Jan., 1841, B - - - | 111 24 | |
| | | | 369 24 |
| Nov. 9 | For paid Charles Lee Cass, per his attorney, Crafts J. Wright, for lot 270, $25—int. $24 - - - | 49 00 | |
| | Interest on same, up to Jan., 1841, C - - - | 20 91 | |
| | | | 69 91 |
| 1834. | | | |
| Jan. 9 | For paid Samuel H. Smith, per Chs. Hammond, his attorney, to lot 62 - - - - - - - | 10 50 | |
| | Interest 7 years, D - - - - - | 4 41 | |
| | | | 14 91 |
| | | | $678 47 |

Certificates for lots 153, 228, and 144, are with Baum's estate, and are to be given Oliver, per agreement with administrators.

*Statement of sales of Port Lawrence property, rendered by W. Oliver for interlocutory decree.*

| | | |
|---|---|---|
| 1831. | | |
| May 16 | W. Oliver sold Martin Baum and M. T. Williams each one-third of tracts 1, 2, 86, and 87, *a* $1,555 [G 1.] - - | $3,110 00 |
| 1833. | | |
| Oct. 28 | Oliver and Williams bought back of Baum's heirs (the administrators deciding they were incapable of contributing or contracting for building up Port Lawrence) his interest of ⅓ in tracts 1, 2, 86, and 87. Paid in cash $2,034 33, and agreed to take up outstanding certificates, and Oliver to release estate from operation of balance of decree on mortgage—see release of heirs to Oliver, dated 28 October, 1833; say equal to $5,000 in the whole. [G 2.] | |
| 1832. | | |
| Sept. 19 | For sold by Williams and Oliver to Stephen B. Comstock, ¼ of tracts 1 and 2, payable in improvements [G 2.] - - | 1,250 00 |
| 1834. | | |
| May 8 | For sold Edward Bissell ¼ of tracts 102, with improvements for [G 3.] - - - - - - - - | 7,000 00 |

## STATEMENT—Continued.

| | | |
|---|---|---|
| 1834. | Payable $2,500 to S. B. Comstock, to be expended in improvements. The balance in 6, 12, and 18 months, $1,500 each, with interest, so that no cash yet came into the hands of Oliver; it is extended here; as also Ste. B. Comstock; as Oliver was credited in proprietors books, in adjusting accounts in 1837, though it was still due him at that time, as may be seen by reference to books. | |
| Oct. 17 | Sold Smith & Macy of Buffalo, New York, one-sixteenth of tracts 1 and 2, with improvements, for [G 4.] - - | $4,000 00 |
| | Paid by draft on Buffalo $2,000, the balance in July, 1835, with interest from 1. Jan., 1835. | |
| | To Pratt & Taylor, of same place, like interest, one-sixteenth, same terms precisely [G 5.] - - - - - | 4,000 00 |
| 1835. | | |
| June 30 | Sold Lynde & Raymond one-sixteenth of 1 and 2, with improvements, for [G 6.] - - - - - - | 9,000 00 |
| | Payable ⅓ in hand, and the balance in June, 1836. | |
| | This sale comprehended 100 acres in tracts 86 and 87, and fractional sections 1 and 12. There was a partial division of lots in Port Lawrence amongst the proprietors, and those falling to the share of Lynde and Raymond were deeded by Oliver and wife to Charles W. Lynde, per instructions of Lynde and Raymond, in August, 1835. | 25,250 00 |
| 1835. | | |
| Sept. 12 | For sold Lot Clark, of Lockport, New York, one-sixteenth of 1 and 2, with improvements, for $9,000, and ⅛ of 10 acres of tract 3, for $1,000, [G 7.] - - - - - | 10,000 00 |
| | There was no contract in writing of this sale, but the title executed to Clark, 12 Sept., 1835, herewith [G 7]; part cash in October, and balance on time; interest from 1st Jan., 1836. | |
| 1836. | | |
| Jan. 9 | For sold Philander Raymond one thirty-second of 1 and 2, with improvements, for $5,000, paid 6th May, 1836. This is embodied in article of sale of one-third of seminary lands, 3, 4, and three quarter-sections; but being part of tracts 1 and 2, is so reported here [G 8.] - - - - - | 5,000 00 |
| | | 40,250 00 |
| | Interest on sale to S. B. Comstock, $1,250, from October, 1832—8 y'rs, 3 m. - - - - - - | 618 75 |
| | Do. to Bissell, $7,000, from 8th May, 1834—6 yrs. 7 m. 23 d. | 2,791 83 |
| | Do. to Smith and Macy, and Pratt and Taylor, $8,000, from 1st January, 1835—6 yrs. - - - - - | 2,880 00 |
| | Do. to Raymond and Lynde, $9,000, from 1st July, 1835—5½ y. | 2,970 00 |
| | Do. to Lot Clark, $10,000—5 yrs. - - - - - | 3,000 00 |
| | Do. to Raymond, $5,000—5 yrs. less 9 d.—Seminary contract | 1,492 50 |
| | | 54,003 08 |
| | Oliver credited, by accounted to Williams for one-half the amount - - - - - - - - - | 27,001 54 |
| | *Sales of tracts* 86 *and* 87. | |
| 1834. | | |
| June 28 | For sold 15 acres of tract 86 to Howard B. and Star Andrews, at $20 per acre [G 9.] - - - - - - | 300 00 |
| | Payable $100 in hand, balance 1 and 2 yrs., with interest. | |

STATEMENT—Continued.

| | | |
|---|---|---|
| 1835. | | |
| June 30 | For sold Lynde and Raymond an undivided 100 acres in 86 and 87, and fractional sections 1 and 12, *a* $40 per acre, which apportioned pro rata, according to quantity of land in said tracts and fractions, viz: | |
| | In tracts 86 and 87, 199 a - - - - } frac'ns 1 and 12, 196 79 a [G 6.] - - - } | 2,011 00 |
| | Products to 86 and 87. | |
| | Interest on sale to Andrews from 28th June, 1834, till 1st Jan., 1841, 6½ yrs. - - - - - | 117 00 |
| | Do. to Lynde and Raymond, from 1st July, 1835, till 1st Jan., 1841—5½ yrs. - - - - - - - | 663 30 |
| | Sales of 86 and 87 - - - - - | 3,091 30 |
| | By one-half accounted for to Williams - - - | 1,545 65 |
| | | 1,545 65 |
| | Oliver for amount brought forward - - - - | 27,001 54 |
| | *Seminary lands.* | |
| 1836. | | |
| Jan. 9 | For sold Philander Raymond one-third of tracts 3, 4, and W. ½ sec. 3, and S. W. qr. sec. 2, T. 3, for - $17,000 | |
| | Received May 6, 1836, - - $6,000 } Do. Jan. 9, 1837, - - 6,160 } - | 12,160 00 |
| | Interest on same up to Jan. 1841 [G 8.] - - - | 3,144 16 |
| | Conveyed in May, 1836, by quit-claim deed. | |
| 1835. | | |
| July | For sold William I. Daniels S. E. qr. sec. 3, T. 3, for $1,000 | |
| | Interest on same till Jan., 1841—5 yrs. 5 m. - 325 | 1,325 00 |
| | $500 in hand, $500 in one year. | |
| 1835. | Sold And'w Palmer in-lot 13, for $1,200, payable $300 in hand, balance 1, 2 and 3 years, with interest—received $300 00 | |
| | Interest on same till 1st Jan., 1841 - - - 97 50 | 397 50 |
| | Notes in suit, J. Fitch, attorney. | |
| 1840. | | |
| June | Sold Charles Keeler & Co. one-third of lot 14, to raise money for taxes, for $600, payable $200 in hand, balance in 6 and 12 ms., with interest on $200, 6 ms., is - - - | 206 00 |
| | | $45,779 85 |

Oliver quit-claimed to Williams, 6th February, 1839, one-fifth of tracts 3 and 4, and the three quarter-sections purchased of University of Michigan, but no money passed. It was an adjustment of their accounts, E deed—say equivalent to $8,000, if necessary to state for adjudication of this matter.

Oliver respectfully suggests, he cannot with safety make a statement, from the papers in his possession, of the transactions under Baum's supervision as trustee for Port Lawrence Company. Oliver rendered particular statements of his doings, from time to time, to

Baum, and surrendered all the vouchers and papers connected therewith into the possession of Baum, which are presumed to be now in possession of the heirs. Oliver is not aware that he has any rent money in his hands belonging to P. L. Company. If any was received, he feels satisfied it was accounted for to Baum. The rents of warehouse on 223 and 224 were not worth the trouble bestowed in the collection, and Oliver cannot now recollect how it was disposed of. Whatever was received was, of course, rendered to Baum, either as trustee or copartner in 223 and 224, and he respectfully refers to that source for information. The warehouse property of Oliver and Baum was the common receptacle for immigrants, inhabitants, and the sick. The country was a wilderness, and without business, and of course there was no opportunity of renting the warehouse to advantage. There is a large tax account yet to be presented, which cannot be fully stated now on account of the vouchers principally being at Toledo. Oliver will be rechargeable with the several small sums received of Martin Baum for special agencies, he having charged the full time in his account herewith. Oliver made sale of part of ten acres of tract 3, to M. T. Williams, but has not the contract or deed at hand to state the terms—it was a small price.

*The Port Lawrence Company in account with W. Oliver.*

| | | | | |
|---|---|---|---|---|
| For mortgage claim - - - - | | | A | $4,603 80 |
| " services from 1818 until 1828, and interest to 1841 - - - - | | | B | 26,862 53 |
| " attachment claim, | | do - | C | 803 33 |
| " negotiating exch'ge with University, | | do - | D | 16,000 00 |
| " subscription to railroad stock, | | do - | H 1 | 1,888 40 |
| " subscription to court-house, | | do - | H 2 | 1,422 29 |
| " services from 1831, inclu., to 1835, | | do - | I 1 | 11,920 00 |
| " do 1835, | 1837, | do - | I 2 | 12,500 00 |
| " do 1837, | 1840, | do - | I 3 | 4,760 00 |
| " certificates handed master, | | do - | L | 678 47 |
| | | | | 81,438 82 |
| Paid Michigan University, in repurchase of tracts 3, 4, and 3 quarter-sections, which, with other charges thereon, are - - | | | K | 19,500 00 |
| Received for sales, viz: | | | | |
| Of tracts 1, 2, and ⅓ of 10 acres of tract 3, with int. up to Jan., 1841 - - | | | $27,001 54 | |
| Of tracts 86 and 87 - - - | | | 1,545 65 | |
| Of Seminary lands, 3, 4, and 3 qr. secs. - | | | 15,304 16 | |
| Of S. E. qr. S. 3, T. 3 - - - | | | 1,325 00 | |
| Lot 13, in Port Lawrence - - - | | | 397 50 | |
| ⅓ of lot 14 - - - - | | | 206 00 | |
| | | | | $45,779 85 |

The last instalment of sale to Philander Raymond has not been collected, and may, perhaps, be further delayed by this suit. Oliver respectfully suggests that the charges be apportioned, on the several parcels of property, according to the following graduated scale of values, viz:

| | | | |
|---|---|---|---|
| Tracts 1 and 2, (after confirming sales of lots in Port Lawrence,) estimated at | | | $200,000 00 |
| Tracts 3 and 4, (exclusive of 10 acres,) and the 3 quarter-sections | | | 130,000 00 |
| Tracts 86 and 87, exclusive of sales to Prentis, Tromley, and Andrews | | | 18,000 00 |
| 10 acres of tract 3 | | | 12,000 00 |
| Fracs. 1 and 12, opposite Port Lawrence, belonging to Oliver, Williams, and Lynde, but which should be charged for the time since owned, (time and price equated) | | | 10,000 00 |
| | | | 370,000 00 |
| Charges | | $81,438 82 | |
| From which deduct the following: | | | |
| Mortgage claim | $4,603 80 | | |
| Attachment | 803 33 | | |
| Certificates for lots in P. L. handed master | 678 47 | | |
| | | 6,085 60 | |
| | | | 75,353 22 |
| Apportioned pro rata. | | | |
| On tracts 1 and 2 | $200,000 | 40,731 47 | |
| 3, 4, and 3 quarter-sections | 130,000 | 26,475 45 | |
| 86 and 87 | 87,000 | 3,665 83 | |
| 10 acres of tract 3 | 12,000 | 2,443 89 | |
| Fracs. 1 and 12, (O. W. & L.) | 10,000 | 2,036 58 | |
| | | | 75,353 22 |
| Oliver received, for sales in tracts 1 and 2, including in-lots 13 and 14, in Port Lawrence | | | 26,305 04 |
| | | | 40,731 47 |
| Proportional charge above bal. agt. 1 and 2 | | | 14,426 43 |
| Tracts 3, 4, and 3 quarter-sections | | $15,304 16 | |
| Charges | | 26,475 45 | |
| | | | 11,171 29 |
| Tracts 86 and 87 | | 1,545 65 | |
| Charges | | 3,665 83 | |
| | | | 2,120 18 |
| 10 acres of tract 3 | | 1,300 00 | |
| Charges | | 2,443 89 | |
| | | | 1,143 89 |

*Deposition of Jos. Prentiss.*

UNITED STATES CIRCUIT COURT, *district of Ohio, ss:*

ROBERT PIATT
vs.
WILLIAM OLIVER et al.

Deposition of Joseph Prentiss, of Oregon, in the county of Lucas, and State of Ohio, taken in this case, on the part of said complainant, before the special master commissioner appointed by a decree of this court at its December term, A. D. 1840. Present, the complainant in person, and by M. H. Tilden, attorney, and Micajah T. Williams and John Fitch, esq., on the part of said Williams and Oliver.

Personally appeared before me the said Joseph Prentiss, who, being duly sworn, deposes and says:

Question 1st, *by complainant.* How long have you resided at and in the vicinity of Port Lawrence, and been acquainted therewith? and when, on what lands, and by whom, was Port Lawrence laid out and surveyed into a town?

Answer. I removed to Port Lawrence in 1818, in the month of February, 1818, and resided therein until the month of April, 1825, when I removed to the east side of the river, on tract No. 86, where I have ever since resided. The town of Port Lawrence was laid out before I removed there. I understood it was laid out on tracts No. 1 and 2, and part of No. 3, by Martin Baum and associates.

Question 2d, *by complainant.* Were you acquainted with William Oliver? how long have you known him? and in what capacity did he act with regard to Port Lawrence? if in the capacity of agent, how long, and to what time, did he act?

Question 3, *by same.* Did you or did you not transact business with Oliver as such agent? If so, give the nature and particulars thereof.

Question 4, *by same.* Did you or did you not purchase a lot or lots in Port Lawrence? Was the same afterwards relinquished? and if so, when, to whom, and upon what terms?

Question 5, *by same.* Were you acquainted with Martin Baum? *Was* you present, in 1823, at Cincinnati, at any transaction with Baum, with regard to lots before purchased in said Port Lawrence?

Question 6, *by same.* Were you present at Cincinnati, at any time, when a contract was made between Baum and William Wilson? If so, please to examine the instrument appended hereto, marked B, purporting to be a contract between said Baum and Wilson, and dated at Cincinnati, January 20, 1823; and state whether this is the same, and whether you were present at the time of the execution thereof. Did you know Wilson? If so, where is he?

Answer to question 2. I became acquainted with William Oliver in the month of February, 1818, and have known him ever since; at this time, that is, in the spring of 1818, I understood from Oliver that he was the agent of Martin Baum, of Cincinnati, and his associates, proprietors of Port Lawrence. In January, 1823, I was in Cincinnati to settle an account for work done by me at Port Lawrence; and I then saw both Oliver and Baum, and was told by both that Oliver was still the agent of the proprietors of Port Lawrence. After this period, I had no knowledge of the capacity or character in which Oliver acted, except from hearsay.

Answer to question 3. I did. I purchased a lot in Port Lawrence, as stated in my answer to question No. 4. Oliver also employed me to labor on a log store-house, erected by said Oliver at the mouth of Swan creek, in Port Lawrence, and on a frame building adjoining thereto. In October of the same year, I entered into an agreement with said Oliver to rent said store-house. All these accounts were transacted by Oliver, as agent for Martin Baum and his associates. I did not know, until 1823, who those associates were. All these transactions were closed in 1823, as stated in my answer to question No. 4.

*Answer to question No.* 4. In March or April, 1818, I purchased of Oliver, as agent, a town lot in Port Lawrence—the number of which I do not remember—in tract No. 2. The contract was reduced to writing, signed by me and William Oliver, agent for Martin Baum and others. The price was seventy-five dollars. I made a payment, which was endorsed on the contract. The agreement contained a stipulation, on the part of Oliver, for Baum, that on payment being made for the lot, I was entitled to have a deed, as soon as Baum and his associates could obtain a patent or title from the United States. I understood, at the time, that the lands upon which the town of Port Lawrence was laid out had been purchased of the United States, on a credit, and that they had not been paid for. In the month of January, 1823, I went to Cincinnati, in company with William Wilson, to settle with the company. Oliver was absent from Cincinnati, and I applied to Baum, who refused to settle with me, alleging that there were other persons interested with him whom he wished to consult, who were also interested, and that Oliver had transacted the business. He told me who his associates were. I do not remember the names of all the persons mentioned by him as his associates, but I remember that he said that Oliver, a General Schenck, and a Mr. Piatt, who he said resided in Kentucky, were some of the persons named by him. I remained in Cincinnati about two weeks. On the return of Oliver, a settlement took place between myself and Oliver and Baum. At this time I rendered an account of the payment made by me towards the town lot before alluded to, and for work done on the buildings aforesaid; and gave up the written contract for the lot, and a lease given me by Oliver for the store-house aforesaid. At

this time Baum gave me a writing, stipulating for the conveyance of 30 acres of land in tract 86, or to pay me one hundred dollars in lieu of the town lot. The 30 acres of land were afterwards conveyed to me, and the writing last mentioned was then surrendered. Oliver made out an account against me, the original of which is annexed hereto, marked A, dated Cincinnati, January 20, 1823, and signed by William Oliver and Martin Baum. The account is in the handwriting of Oliver, and was drawn up by Oliver in my presence, and signed by the said Oliver and Baum in my presence. The item in said account of $187 50, for rent, was for the occupation of the store-house at the mouth of Swan creek, before alluded to. Said account, marked A, has been in my possession ever since the said 23d January, 1823.

*Answer to question* 6. I was also present at the office of Baum, in Cincinnati, on the same occasion, at a settlement between William Wilson and said Baum. I believe that the contract appended hereto, marked (B), dated at said Cincinnati, January 20, 1823, and signed Martin Baum and William Wilson, in presence of Michael Gill and S. W. Whitman, was executed on the occasion alluded to. My impression is, that it was drawn up before the return of Oliver, and signed by Baum and Wilson on the 23d January, 1823, at the time of my settlement. I saw Wilson and Baum sign the instrument, and am confident that the one above referred to, under mark B, is the same identical instrument. I am acquainted with the handwriting of said Wilson, and believe the signature to said exhibit (B) is in the genuine and proper handwriting of the said William Wilson. The said William departed this life in Lucas county, in 1836.

Question 7, *by same*. At the time of your settlement with Baum in 1823, had tracts 1 and 2 been relinquished to the United States, or was any thing said in relation thereto, by Baum or Oliver?

Answer. I understood that these tracts had been relinquished; and supposing, therefore, that I should not obtain a title to the lot before referred to in Port Lawrence, I went to Cincinnati to obtain an adjustment of it. Whilst there, I had frequent conversations with Baum in relation to such relinquishment. He told me that the said tracts 1 and 2 had been surrendered to the United States, but that he expected that he and associates would purchase back said tracts 1 and 2, and go on with the building of the town; and that, in such an event, I should have the lot surrendered at the original price, and interest, if I desired it. There was nothing afterwards done by me to obtain said lot, after tracts 1 and 2 were purchased from the United States.

Question 8, by commissioner. In the account hereto appended, signed by William Oliver and Martin Baum, to what does the receipt at the bottom for improvements apply? Does it apply to improvements made by you on lots Nos. 223 and 224, where the old warehouse and wharf stood, or for improvements on the lot you had purchased?

*Answer to question* 8. It applies to labor done by me on the warehouse for Oliver and Baum.

Question 9, by same. State as near as you can the cost and value of that warehouse, when finished.

Answer to question 9. It is difficult now to say what was the cost or value; but I recollect help and provisions, and every thing, bore a very high price. I should think the cost must have been one thousand dollars.

JOSEPH PRENTICE.

Sworn to and subscribed before me, at Toledo, this 26th day of April, A. D. 1841.

A. F. PERRY,
*Special Master Commissioner.*

*Exhibits referred to in the foregoing deposition.*

Exhibit A.

CINCINNATI, *Jan'y* 20, 1823.

*Joseph Prentice, of Port Lawrence, to Baum & Oliver,* DR.

| | |
|---|---|
| To cash paid him, 23d October, 1818, (per receipt now returned him,) - - - - - | $20 00 |
| " Cash paid him by Peter G. Oliver in 1819 - - | 35 00 |
| " Rent of house at Port Lawrence, agreeable to agreement, dated 23d Oct., 1818—2½ years, a $75 p. ann. | 187 50 |
| " Cash now paid - - - - - - | 10 00 |
| | $252 50 |

Received payment, by his account against us for improvements made at Port Lawrence.

WILLIAM OLIVER,
MARTIN BAUM.

*Exhibit B.*

Whereas Martin Baum and his associates have sold to William Wilson in-lots number two and number two hundred and ninety-seven, in the town of Port Lawrence, for which lots the said Baum and associates cannot now make a title, because they have relinquished the tracts on which said town was laid out to the United States: therefore, the said Baum has, and does hereby agree to pay Joseph and Sam'l Perry two hundred dollars, on account of James Cochran, on condition that he, the said Wilson, does relinquish to the said Baum and associates all his right, title, interest and claim, of, in, and to the said lots number 2 and 297, and to all the appurtenances thereunto belonging. It is further agreed and stipulated,

by and between the said Baum and associates, and the said Wilson, that, should the said Baum and his associates repurchase the said tracts, on which Port Lawrence is laid out, from the United States, then, in that case, they agree to restore to the said Wilson his original purchase or contract, as it formerly stood, and make him a title for the said lots, provided he does refund to the said Baum the amount of two hundred dollars, herein above assumed to pay on his account, and interest thereon; and also the instalments which are due on the said lots, when the title is tendered. Should lot number two, above mentioned, be in tract number three, then the said Baum will make a title for the same to Wilson, by his paying the balance due thereon, notwithstanding the above agreements.

It is also further agreed and stipulated by the said parties, that he, the said Wilson, has, and doth hereby agree to lease and rent, from the said Baum and his associates, the said lot number 297, together with the improvements thereon, for the term of one year from this date, at the rate of one dollar per year; and at the expiration of that term he shall give the said Baum peaceable possession of the said lot, and its appurtenances, and deliver it up in the same order it now is.

In witness whereof we have hereunto set our hands, the 20th January, 1823, at Cincinnati.

MARTIN BAUM,
WILLIAM WILSON.

Witnesses present—MICHAEL GILL,
S. WHITSMAN.

*Deposition—Edward Bissel.*

UNITED STATES CIRCUIT COURT,
*District of Ohio, ss:*

ROBERT PIATT
vs.
WILLIAM OLIVER et al. } In chancery.

Deposition of Edward Bissel, taken on the part of Williams & Oliver, defendants, before the special master commissioner appointed under a decree of this court, in this case, at its last December term, A. D. 1840. Present, M. T. Williams, acting for himself and William Oliver, and John Fitch, esq., their attorney; also Robert Piatt, complainant, and M. H. Tilden, esq., his attorney; also Samuel M. Young, esq., attorney for Alexander H. Ewing.

Personally appeared before me Edward Bissel, and being duly sworn, testifies and says:

Question 1, by J. Fitch, esq., attorney for Alexander H. Ewing. What, in your opinion, would have been the effect on the present value of tracts Nos. 3 and 4, and 86 and 87, and the southwest

quarter of section 2, township 3, and west half of section 3, township 3, if tracts 1 and 2 had remained in the hands of the trustees of Michigan University for the purposes of education?

Question 2, by same. Have you been in the charge of construction and management of Erie and Kalamazoo railroad, and for how long a time?

Question 3, by same. What is the length of the road, and what did its construction cost, as nearly as you can state? How many years has it been in use? and state, as nearly as you can, the gross amount of the leading articles transported on it, and the number of passengers in each year since its construction.

Question 4, by same. Was or was not this road projected, and mainly constructed, by the proprietors of Toledo? And was or was not its construction *necessary*, and the only means by which to secure a business intercourse between Toledo and the most populous parts of Michigan—the business of which would otherwise have gone to Monroe and Detroit?

Question 5, by same. Has the construction of this road, or has it not tended, materially, to increase and establish the business character of Toledo? and has it, or has it not materially added to the value of tracts 1, 2, 3, 4, and the three quarter-sections?

Question 6, by same. What is the character of the country in Michigan, with which this road, and the Palmyra and Jacksonburg railroad, connects Toledo, in business intercourse? Does the business brought to Toledo by these roads materially tend to draw steamboats to Toledo, that would otherwise pass on from below to Detroit, &c.?

Question 7, by same. Was or was not the construction of the Palmyra and Jacksonburg railroad clearly a consequence following the construction of the Erie and Kalamazoo road?

Answer to question 1. If the tracts designated in the above interrogatory had remained in the hands of the trustees of the University, it is my opinion that no sales would have been effected for the purposes of improvement, of such a character as would have tended to build up an important commercial town; and that, consequently, the property would have been of little value beyond what it might be worth for farming purposes.

Answer to question 2. I was elected a director of the Erie and Kalamazoo Railroad Company in November, 1835, and took an important share in the construction of the road, and in the direction of the concerns of the company until June, 1837, when I was appointed acting commissioner of the road, and have since had the principal charge and arrangement of the business of the company.

Answer to question 3. The length of the Erie and Kalamazoo railroad is 33 miles, and has cost about three hundred thousand dollars. The charter was granted to the company by the Legislative Council of the Territory of Michigan, in April, A. D. 1833; a board of directors was organized in 1834, and the construction of

the road was commenced soon after; and the running of cars commenced in November, 1836, and the road has been in constant operation since. There have been transported on the Erie and Kalamazoo railroad, in the years 1839 and 1840, as follows, viz:

| | | |
|---|---|---|
| In 1839, | 14,496 | passengers. |
| | 5,320,509 | pounds of merchandise. |
| | 6,715 | barrels salt. |
| | 30,735 | barrels flour. |
| | 46,898 | bushels wheat. |
| | 89,789 | pounds of potash. |
| | 213 | barrels pork. |
| In 1840, | 9,887 | passengers. |
| | 3,538,585 | pounds merchandise. |
| | 4,177 | barrels salt. |
| | 43,515 | barrels flour. |
| | 62,814 | bushels wheat. |
| | 179,866 | pounds potash. |
| | 2,387 | barrels pork. |

Answer to question 4. I answer affirmatively to all the particulars contained in this interrogatory.

The same as to question 5th.

Answer to question 6. The character of the country in Michigan, with which the Erie and Kalamazoo railroad, and the Palmyra and Jacksonburg railroad connects Toledo, in business intercourse, is good, and considerably advanced [by] improvements; and the business brought to Toledo by these roads is important, and does materially tend to draw steamboats to Toledo, that would otherwise pass by the port without stopping.

Answer to question 7. The construction of the Palmyra and Jacksonburg railroad is clearly a consequence following from the construction of the Erie and Kalamazoo railroad.

Question 8, by same. How long have you been acquainted with tracts 1, 2, 3, 4, 86, and 87, and the southwest quarter [of] section 2, township 3, and west half of section 3, township 3, Miami reserve? and what was the value of tracts 1 and 2 in 1833, 1834, 1835, 1836, 1838, and 1840?

Answer to question 8. I have been acquainted with the tracts designated in this interrogatory since the summer of 1833. In 1833, I think, tracts 1 and 2 were valued at fifty dollars per acre, and in 1834 at seventy dollars per acre. In 1835 and 1836, sales could be effected at a greatly enhanced price; but so much diversity of opinion has prevailed upon the subject of value, in regard to the property in those years, it is difficult to fix a precise value; I think they would have sold as high as one thousand dollars per acre. Since 1837 few sales of property have been effected, in a manner to determine cash value.

Question 9, by same. What was the value of tracts 3 and 4 in same years?

Answer to question 9. The value of tracts 3 and 4, I should estimate about one-half the price per acre of tracts 1 and 2, in the year 1836.

Question 10, by same. What was the value of the three quarter-sections above mentioned, and of tracts 86 and 87, in same year?

Answer to question 10. I should estimate the tracts 86 and 87, designated in this interrogatory, at $20 in 1833, $25 in 1834, at $40 in 1835 and 1836, and at $50 in 1840; the three quarter-sections at $3 in 1833 per acre, $5 per acre in 1834, and $10 per acre in 1835 and 1836.

Question 11, by same. What, in your judgment, would have been the effect on the value of tracts 1 and 2, and 3 and 4, &c., if the Wabash and Erie canal had been located on the south side of Maumee river, as urged by the Perrysburg interest, or had terminated at the foot of the rapids, on the north side, as urged by the Maumee city and the Perrysburg interest?

Answer to question 11. The termination of the Wabash and Erie canal, as designated in this interrogatory, would, in my opinion, have left Toledo dependant upon the business of the country immediately contiguous to it, and, under these circumstances, without any prospect of growing beyond a moderately sized village.

Question 12, by same. Were or were not Oliver and Williams, and the other proprietors of Toledo, under the necessity, for several years, during the pendency of these questions of location, of devoting the most unremitting attention and exertions in efforts to counteract these unfavorable influences, and to secure the plan and location of the canal on the high level from Maumee city to Swan creek, as now constructing; and is not this particular plan vitally important to the value of tracts 1, 2, 3, and 4?

Answer to question 12. I answer affirmatively to all the particulars contained in this interrogatory.

Question 13, by commissioner. Examine the book now produced by John Fitch, esq., marked Y, and say whether all, or any part of it, was made or kept by you, and whether it is the original and only book kept by the Port Lawrence Company of their transactions and accounts, in relation to the lands in controversy in this case; and whether it is a true, and full, and correct account and record of the company affairs.

Question 14, by same. Are you familiar with the facts in relation to the building of a hotel, which are the foundation of a part of said account? and, if so, state as particularly as you can the nature, and object, and history of the transactions in relation to the same; how much was expended—for what particular purposes; how much materials are now on hand, and what are their present value.

Question 15, by same. State, if you know, the occasion and reason of the stop that appears to have been made in said accounts, August 1, 1837, and whether the balances there struck were correct and acquiesced in by the proprietors and others interested.

Question 16, by same. State, as near and particularly as you can, the nature and extent of services that have been rendered by William Oliver towards the building up of Toledo, and in relation to the property in controversy, generally, since you became acquainted with Port Lawrence affairs.

Question 17, by same. The same question in relation to the services of M. T. Williams.

Question 18, by same. Answer the same questions in relation to the southeast quarter of section 3, township 3, and northwest quarter of section 2, township 3, as to their value at the different periods mentioned, that you answered above as to the value of tracts 1, 2, 3, 4, 86, and 87, and the three quarter-sections.

Question 19. If tracts 1 and 2 had remained in the hands of the Michigan University, what would have been the effect on the tracts below, and adjoining thereto, on which Vistula was laid out? Would it, in any manner, have prevented the growth of Vistula? If so, what would have been its effects upon tracts 3 and 4, 86, 87, and the quarter-sections?

20. If the Erie and Kalamazoo railroad was projected and constructed mainly by the proprietors of Toledo, please to state what proprietors contributed thereto, and particularly what was done by Williams and Oliver; how much stock was subscribed by them, or either of them; how much was paid by them, or either of them, either for stock, or to defray expenses incident to the procuring of the charter, or survey or construction of the road; and how much time was expended by them, or either of them.

21. At what precise time did you purchase an interest in Port Lawrence of William Oliver? How much did you pay him therefor? and at what precise times did you make payments, and what was the amount of each payment?

22. Who composed the Port Lawrence Company of which you were a member, and when was it formed? And what connexion, if any, existed between that company and the Port Lawrence Company formed in 1817?

Answer to interrogatory 13. The book designated in this inquiry was made in part by me, and I give an affirmative answer to the question.

Answer to question 14. In the summer of 1835 the proprietors of Port Lawrence appropriated certain lots as a site for a hotel, and appointed a committee of their number to build a wharf and grade the banks, and procure materials and proceed to the erection of the buildings. Under this resolution a large expenditure was made, in building a wharf, grading the property, and purchasing materials; my impression is, twelve thousand or more dollars were expended, but I cannot answer definitely as to the amount, as the accounts are not in my possession, and I have been informed they were destroyed by the burning of Mr. Richard Mott's warehouse. There is a large

quantity of brick, and some other materials, on hand, but the value could not be stated by me with precision.

Answer to question 15. A general settlement of accounts was made by the proprietors 1st of August, 1837; the balances were then struck, were correct, and acquiesced in by those interested. This settlement I suppose to be the reason of the stop made in the accounts.

Answer to question 16. I am not particularly acquainted with the extent of the services rendered by William Oliver towards the building up of Toledo; his exertions have always been given in influencing all public measures which, in their nature, were considered beneficial to the interests of Toledo; his residence is at a point distant from Toledo, and he may have done many things for the interests of Toledo which would not come under my observation.

Answer to question 17. The answer to question 16 is applied to this inquiry.

Answer to question 18. I shall apply the answer given in regard to the three quarter-sections, to the tracts designated in this inquiry.

Answer to interrogatory No. 19. If tracts 1 and 2 had remained in the hands of the Michigan University, I think the effect would have been depressing upon the tracts upon which Vistula division is laid out. Although a town would have grown up on the Vistula tract, had not the other tracts been in market, yet, from the peculiar position of tracts 1 and 2, their occupation is necessary for the growth of an important commercial town at Toledo; and the fact of those tracts being in market, I believe, has had an effect upon public opinion, of a character to accelerate the growth of Vistula more rapidly than if that tract had been the only one in market. Neither tracts 1 and 2, nor the Vistula tracts, were sufficiently extensive to accommodate the wants of an important commercial town, and the offering in market the whole property, I believe, has had a salutary effect upon each particular tract; if the growth of Toledo had been confined to the Vistula tract, the tracts 3 and 4, 86 and 87, and the quarter-sections, would have been so remotely situated from the point of business as not to receive the full benefit of their present position.

Answer to interrogatory No. 20. Most of the principal proprietors of Toledo contributed to the construction of the Erie and Kalamazoo railroad. William Oliver appears on the books of the company as a stockholder of four thousand dollars, upon which stock he has paid fourteen hundred and eighty dollars. I am without information in regard to time spent, or expenses incurred, in relation to the road, by Messrs. Oliver and Williams.

Answer to interrogatory No. 21. I purchased one-fourth part of the interest in the Port Lawrence tract, of Messrs. Oliver & Williams, on the 8th day of May, 1834; the purchase money was seven thousand dollars—two thousand five hundred dollars were paid in

hand, and the remainder paid in three payments thereafter, of fifteen hundred dollars each, in six, twelve, and eighteen months, with interest.

Answer to interrogatory No. 22. I purchased an interest in Port Lawrence of William Oliver and M. T. Williams. I understood, at the time, that Stephen B. Comstock had some interest in the tracts. The title was stated to me to be in William Oliver, by purchase from the United States. These were the only parties that I understood to have any interest, except in some sales which had been made of particular lots. I was not informed of any connexion with a Port Lawrence Company formed in 1817.

EDWARD BISSELL.

Sworn to and subscribed, before me, at Toledo, this 27th day of April, 1841.

A. F. PERRY,
*Special master commissioner.*

*Affirmation—Richard Mott.*

U. S. CIRCUIT COURT, *District of Ohio, ss:*

ROBERT PIATT
vs.
WILLIAM OLIVER et al. } In chancery.

Affirmation of Richard Mott, taken on the part of M. T. Williams and William Oliver, defendants, before the special master commissioner, appointed in this case by a decree of this court, at its December term, A. D. 1840. Present, M. T. Williams, acting for himself and William Oliver, John Fitch, esq., their attorney; also Robert Piatt, complainant, and Myron H. Tilden, esq., his attorney; and also Samuel M. Young, esq., attorney for Alexander H. Ewing.

Personally appeared before me, at Toledo, Richard Mott, and being duly affirmed, testifies and says:

Question 1, by J. Fitch, esq., atttorney for Williams & Oliver. Are you familiar with the expenditures made by the proprietors of Port Lawrence, for the purpose of erecting a hotel on the property appropriated by the proprietors for that purpose; and, if so, when were they made?

Question 2, by same. Where, and by whom, were the books kept, in which the moneys expended for that purpose were entered?

Question 3, by same. What has become of those books?

Question 4, by same. Can you state the amount expended by the proprietors for that purpose, and especially the amount paid by Williams?

Question 5, by same. Is the memorandum shown to you, and now annexed (marked K.) to this deposition, in your handwriting? and, if so, does it contain a true statement of the account as exhibited by the books?

Question 6, by same. What was the main object the proprietors had in view, when engaging in the erection of said hotel?

Question 7. What was the reason said hotel was not completed?

Answer to question 1. I am generally familiar with the expenditures made by the proprietors of Port Lawrence, towards grading and wharfing in front of lots Nos. 109, 110, 112, 119, 120, 121, 162, and 163, and for materials towards building the hotel. These expenditures were mostly made in the years 1836 and 1837.

Answer to question 2. The books, in which these accounts were recorded, were kept in my office until January, 1837; these accounts were kept, and the disbursements made, by John C. Forey, and subsequently by Josiah Baker, under direction of a committee of the proprietors; but since 1838 these books and accounts have been in my possession.

Answer to question 3. These books and accounts have all been destroyed by the fire which consumed my warehouse and office on the 29th November, 1840.

Answer to question 4. The amount expended by the proprietors, for this purpose, was about $20,000; I think rather more than that amount, and some bills still unpaid. The amount paid by Micajah T. Williams was about $3,500.

Answer to question 5. The memorandum alluded to is in my handwriting; and I believe it contains a true statement of the accounts, as shown by the books at the time it was made out—some time in the year 1838.

Answer to question 6. The object of the proprietors, in making these expenditures, was to increase the value of the tracts Nos. 1 and 2, on which the Port Lawrence part of Toledo was built. The hotel, by itself, was considered a very unprofitable speculation.

Answer to question 7. Because the proprietors were unable to advance money enough to complete the hotel, the prosecution of it was abandoned in 1838, until they should feel able to resume and complete the building.

Question 8, by commissioner. Explain, with more particularity, in what manner the amount you speak of was expended; how much grading—where? How much materials, and what?

Question 9, by same. How much was it designed the hotel should cost when finished?

Question 10, by same. In what condition are the grading then made, and the materials and other matters of expense, if any, then furnished, *now?* And of how much value are they now, in their present condition, to any one wishing to complete the building, or for any other purpose? State these several matters with as much particularity as you conveniently can.

Question 11. Under what circumstances, and for what purpose, was the memorandum above alluded to made? Was it made from the original book, or ever compared with it, and by whom?

*K.*

*Hotel expenditures.*

| | | |
|---|---|---|
| Bills paid - - - - - - | | $17,950 00 |
| Unpaid bills—A. G. Hubbard, for lumber | $50 | |
| Balance due Shaw for brick | 1,000 | |
| | | 1,050 00 |
| | | $19,000 00 |

*J. Baker's account.*

| | | | | |
|---|---|---|---|---|
| 10/32 | E. Bissell has paid | $7,554 33, | his share is | $5,625 00 |
| 24/32 | Pratt & Taylor | 1,500 00, | - - | 1,265 62 |
| 7/32 | Micajah T. Williams | 3,499 40, | - - | 3,937 50 |
| 1/32 | A. Dart | 300 00, | - - | 562 50 |
| 1/32 | R. Mott | 250 00, | - - | |
| 4 1/2/32 | Smith & Macy | 3,753 50, | - - | 2,671 87 |
| 3/32 | S. B. Comstock | 592 50, | - - | 1,687 50 |
| 1/32 | J. R. Giddings, | Nothing | - - | 562 50 |
| 2/32 | C. W. Lynde, | paid. | - - | 1,125 00 |
| 1/32 | James Myers, | | - - | 562 50 |
| | | $17,449 73 | | |

Only 28/32ds have [been] paid; the proportion of each who *have* paid, is

| | | | |
|---|---|---|---|
| To E. Bissell - - - | $6,428 60 | | |
| Pratt & Taylor - - | 1,446 43 | | |
| Williams & Oliver - | 4,500 02 | | |
| Dart & Mott - - | 642 86 | | |
| Smith & Macy - - | 3,053 58 | | |
| S. B. Comstock - - | 1,928 58 | | |
| *Overpaid*—E. Bissell has overpaid - - - | | $1,125 73 | |
| Pratt & Taylor - - - - | | 53 57 | |
| Smith & Macy - - - - | | 699 92 | |
| *Short paid*—Williams & Oliver - - | $1,000 62 | | |
| Dart & Mott - - - | 92 86 | | |
| S. B. Comstock - - - | 1,336 08 | | |

Answer 8. My impression is that about $13,000 was expended in grading and wharfing; a crib of squared timber, 153 feet in length, was placed in the water at the depth of ten feet, at about 250 feet from the shore. The ground opposite this wharf was graded down, and filled out to and into this wharf; and the whole surface of lots Nos. 109, 110, 111, 119, 120, 121, 162, 163, was cut off, as well as Summit street in front of them, and the easterly half of Adams street 33 feet in width, and running from the water line to the rear of lots 162 and 163, covering upwards of 60,000 square feet. The cellar for the proposed hotel was dug, and the foundation partly laid. The building was to have been 120 feet in front, with two back wings at each end of same depth—that is 120 feet

from the front corners. The materials purchased amounted to about $6,000, as near as I can recollect, consisting of brick, stone, joists, lumber, &c.

Answer 9. It was supposed that the hotel, completed upon the plan submitted to the proprietors and approved by them, would cost not less than $30,000 to $40,000.

Answer 10. The grading is as when first completed, and may be estimated at about $14,000. The materials are still on hand, excepting the joists for floor timbers, a quantity of pine lumber, some of the rough building stone, and *M.* bricks. The floor timbers have been used by Edward Bissell, one of the proprietors, who has overpaid his quota of expenses, as explained in the annexed statement marked ; he has also used portions of the lumber, brick, and stone; all of which he is to replace when required. Affiant, as one of the proprietors, has made use of stone to the value of $36, for which he accounted to the company; he has also, as agent for Pratt & Taylor, and for H. W. Hicks, made use of pine lumber and brick to the amount of about $470, as near as he can recollect, and which will be replaced when wanted. The particulars of these transactions were recorded in the hotel company's books, which, as heretofore explained, were destroyed, with all the bills and vouchers appertaining thereto, in the office of affiant on the 29th of November last. A short time, less than a week, previous to this disaster, affiant had balanced all the accounts, and filed the vouchers relating to all of these expenditures. The materials on hand are in a good state of preservation, and worth (4,300) nearly as much as the original cost to any one wishing to complete the hotel as originally contemplated. In September, 1837, affiant offered to convey to the proprietors $5\frac{1}{4}$ part of tracts 1 and 2, pay for the materials then on hand, at cost, and complete the front part of the hotel, if they would convey to him the lots set apart for this hotel. Mr. Oliver objected to this, and it was not carried into effect.

Answer 11. The memorandum in affiant's handwriting was probably made in 1838, at the time it was contemplated to recommence the building of the hotel, in order to ascertain the proportions which each proprietor was to be called upon to pay in. My recollection is, that the trustees then agreed to require a payment of $10,000 or $12,000; for the purpose of going on with the building, drafts were made on those owners who had heretofore paid, in sums to equalize the amount to each in proportion to ownership. This statement was made from the original books by B. S. Brown and affiant. Some of the proprietors accepted the drafts then made, but none of them were paid, and the work has not since progressed.

Question 12, *by complainant.* Of what individuals was the committee composed, to which you have alluded as charged with the duty of erecting the hotel? Did any settlement and adjustment, and payment of balances, ever take place among the members of the hotel company?

Question 13, *by same.* Were any particular lots set apart and designated as lots upon which the hotel should be erected? If so, please enumerate and describe them. Who holds the title in trust for the purpose aforesaid? Who are the parties at present claiming interest therein, and in what proportions? What, in your opinion, is the present value of each of said lots as graded?

Question 14, *by same.* Were any lots set apart to be sold, to raise a fund for the purpose of constructing the hotel? If so, state when and how, and how many, and what lots have been sold, at what prices, the application of the proceeds, the lots that remain undisposed of, and their value.

Question 15, *by same.* Who has the custody of the personal property and materials belonging to the hotel company? Who is responsible for the safe custody thereof? To whom has any of such materials been sold? When, and for what sums? Who has received the avails, and who are indebted therefor, and in what sums?

Question 16, *by same.* Were any other lots set apart to be sold, to raise a common fund for any other purpose? If so, what lots? What is their present value? If unsold, who has the title? If sold, what disposition has been made of the proceeds?

Question 17, *by same.* When did Micajah T. Williams pay the sum of $3,500 spoken of by you? To whom was it paid, and how was it paid? In money, or by orders on the agent or agents of the Port Lawrence Company?

Question 18, by commissioner. State when you first became acquainted with Port Lawrence Company affairs, and, as near and particularly as you can, the nature and extent of the services of Wm. Oliver in building up Toledo, and in relation to the property in controversy, generally, since that time.

Question 19, by same. The same question as to Micajah T. Williams.

Question 20, by complainant. What public works have been constructed or projected beneficial to Toledo? What persons have been the principal actors in accomplishing these results? Have any other persons taken an active part besides William Oliver? And if so, what persons, and what have they done? Please to give briefly a history of the growth of Toledo, and of the efforts of the different proprietors in relation thereto. How much personal attention has Oliver given in the advancement of the place, so far as you know?

Question 21, by same. What are some of the natural advantages of Toledo? What would have been the destiny of Port Lawrence, if tracts 1 and 2 had fallen into the hands of any other person than Oliver? Would the other proprietors of Toledo have prosecuted the enterprise of building a town at Port Lawrence with the same success as Oliver, if the Michigan University had sold to them instead of him?

Question 22, by same. Would the Erie and Kalamazoo railroad have been built if it had not had the aid of Oliver and Williams?

Question 23, by same. What are the facilities for building a town below tracts 1 and 2; and if tracts 1 and 2 had not been laid out into lots, could a town have been built below, and what would have been its condition?

Answer 12. In May, 1836, Edward Bissell, Isaac S. Smith, Stephen B. Comstock, and Richard Mott, were, at a meeting of the proprietors of Port Lawrence tracts, appointed a committee to have the charge of the hotel matters, and they appointed J. C. Forey their treasurer and accountant—see page 97 of Y. In September, 1837, Benjamin S. Brown, E. Bissell, and R. Mott were appointed such committee—see page 145 of Y; no settlement or adjustment took place amongst the proprietors. The paper hereunto annexed, in my handwriting, marked K, was intended to *to* equalize these balances, or rather the drafts drawn at that time on the different owners were intended to do so, as specified in answer No. 11.

Answer 13. The hotel was to have been erected on lots Nos. 119, 120, and 121, and the stable and offices upon lots Nos. 162 and 163. The title of these lots is, I believe, in William Oliver. Edward Bissell, S. B. Comstock, M. T. Williams, W. Oliver, Henry W. Hicks, Pratt & Taylor, Ashbel Dent, Richard Mott, Charles Butler, Lot Clark, are present owners. I think that the whole of the lots, originally set apart for the hotel, are worth about $20,000.

14. I am not aware that any lots have been set apart for that purpose.

15. Edward Bissell and Richard Mott have the custody of the property and materials for the hotel—B. S. Brown, the third trustee, being dead. Owing to the loss of all the books and papers, I am unable to answer to whom sales have been made, and for what amounts. In 1837 a quantity of bricks were sold to Mr. H. Daniels, I believe 20 *M.* or upwards, and the cash received therefor applied towards the payment of against the company, by the agent J. Baker. The $470, and the $36 mentioned in answer 10, were charged to the proprietors therein named—they having each overpaid their proportion towards the original expenditures.

16. I am not aware that any other lots were ever set apart for raising a fund for any common purpose. At the meeting in September, 1837, lots Nos. 109, 110, and 111 were ordered to be conveyed in trust to Benjamin S. Brown, for the purpose of raising a fund to be expended in dredging the bars at the mouth of Swan creek, and for the benefit of the interests of tracts No. 1 and 2. See page 146, Y.

Ans. 17. The sum paid by M. T. Williams was, I think, in the summer of 1836. It was paid to J. C. Forey, treasurer of the Hotel Company, in cash, remitted from Cincinnati, and for cash received on J. C. Forey's drafts on Mr. Williams.

Ans. 18. I was first acquainted with the affairs of the Port Lawrence Company in 1836. Wm. Oliver has frequently been here on matters pertaining to the company since that period, and [I] am not aware of the extent of his aid in building up Toledo.

19. M. T. Williams has also frequently been here for the same purpose. *He* has invariably manifested a strong interest in pushing matters for the advancement [of] the interests of Toledo—has been active in endeavoring to forward the construction of the railroad from Toledo to Michigan City, by negotiating for funds for the same in Philadelphia, New York, and in Europe. I have heard that he has been efficient in attendance at the legislature to procure legislative aid towards the speedy completion of the Erie and Wabash Canal, and managed with good effect to procure the location of the county seat of Lucas county at Toledo.

Question 24. By complainant. What *proportion* of the stock of the Erie and Kalamazoo railroad was taken by Williams and Oliver? And what proportion was taken by the other proprietors of Port Lawrence? And what proportion by the proprietors of Vistula?

Ans. 20. The Erie and Kalamazoo railroad, the Sandusky, Toledo, and Michigan City railroad, and the Erie and Wabash canal are public works in operation and projected, that are beneficial to Toledo interests. The first is in operation, the route for the second has been surveyed at an expense of about $2,000 to the proprietors of Toledo, and the third is being constructed. In the Erie and Kalamazoo railroad the principal actors were S. B. Comstock, Edw'd Bissell, Isaac S. Smith, and Andrew Palmer. In the Sandusky, Toledo, and Michigan City railroad, S. B. Comstock and A. Palmer were actively engaged in procuring the charter. M. T. Williams has been very useful in organizing the company, and has subscribed $14,500 towards the capital stock of this company—the whole capital subscribed being $263,000. He has spent much time in endeavoring to procure means to commence the construction of this road both in America and England. I have been informed and believe, that Micajah T. Williams was the most efficient man in the projection of this canal—was mainly instrumental in locating the line of the canal on the north bank of the Maumee river in opposition to the interests of Perrysburg, and that, but for his suggestion and influence, the canal would have terminated at or near the foot of the rapids; but through his foresight and aid it was brought down to the mouth of Swan creek upon the high level. As far as my knowledge and observation has extended, the above named gentleman and some others have all been very useful in advancing the general interests of Toledo. Wm. Oliver has made several long visits from time to time at this place since my residence here, on matters pertaining to his interests in the town.

Ans. 21. The natural advantages of Toledo are, a good harbor and water deep enough for any vessel that navigates Lake Erie. It is the point at which the business of the southern parts of Michigan, and the northwestern portion of Ohio, and the north and eastern parts of Indiana will naturally centre. The enterprise of building up a town at Port Lawrence might have been prosecuted by some

of the proprietors, who subsequently became interested in Toledo, had they been early associated with him, with results as successful as have attended Oliver's efforts in that respect.

Ans. 22. I have no doubt but that the Erie and Kalamazoo railroad would have been constructed if not aided by Williams and Oliver.

Ans. 23. The ground on the Maumee river below tracts 1 and 2 is well situated for building a town, and contains at this time more buildings and inhabitants than there are upon tracts Nos. 1 and 2.

Ans. 24. My recollection is that W. Oliver has subscribed for $4,000, or 80 shares of the capital stock of the Erie and Kalamazoo railroad. A large majority of the stock was taken by those jointly interested in both Vistula and Port Lawrence. The amount originally subscribed was a little over $100,000. Having no data at hand, am unable to state my answer to this question more definitely.

Question 25, by M. T. Williams. How much in your judgment are tracts 1 and 2, and tracts 3 and 4, increased in value by the construction of the canal on the high level from the head of the rapids as now nearly finished, compared with their value if it had been terminated at the foot of the rapids, as urged by the citizens of Perrysburgh and Maumee city?

Ans. 25. My estimate of the value of property in tracts 1 and 2, in consequence of the canal being terminated at Swan creek on the high level, would be more than double, and but for such construction and termination tracts Nos. 3 and 4 would have had but little value beyond farming lands. I consider them quadrupled, and more so, in consequence thereof.

RICH'D MOTT.

Personally appeared before me, at Toledo, this 28th day of April, 1841, the above named Richard Mott, and made solemn affirmation to the above, according to the law in such case made and provided, and subscribed the same in my presence.

A. F. PERRY,
*Special Master Comm'r.*

*S. B. Comstock's Deposition.*

1st question, by counsel for Oliver and Williams. Do you know whether or not William Oliver, in the spring of the year 1832, made a proposition in writing to Adison J. Comstock, of Adrian, in the State of Michigan, to sell to him tracts 1 and 2 in twelve mile square reserve?

Answer. He did.

2d question by same. Are you acquainted with the handwriting of William Oliver? Is the letter now exhibited to you, and marked A, in the handwriting of the said Oliver, and does it contain the proposition alluded to by you in your answer to the first above interrogatory?

Answer. I am well acquainted with the handwriting of William Oliver, and the letter exhibited to me is in his handwriting, and contains the proposition above referred to.

3d question, by same. Are you acquainted with the handwriting of Adison J. Comstock, and is the letter now exhibited to you, marked B, enclosing the abovementioned letter from Oliver, in the proper handwriting of said Adison J. Comstock?

Answer. I am also well acquainted with the handwriting of Adison J. Comstock, and the letter referred to in the above interrogatory is in his proper and genuine handwriting.

4th question, by same. Did you ever, at any time, see the aforesaid letter from William Oliver to said Adison J. Comstock in the possession of said Comstock; and if so, when?

Answer. I saw it in the possession of said Adison J. Comstock, at Adrian, in the State of Michigan, soon after its date.

STEPHEN B. COMSTOCK.

Personally appeared the above named Stephen B. Comstock, and made solemn affirmation to the above before me, at Toledo, this 28th day of April, 1841, and then subscribed the same.

A. F. PERRY, *Special M. Comm'r.*

*Exhibit A.*

CINCINNATI, *May* 14, 1832.

DEAR SIR: Yours of the 27th ult. came to hand 11th instant, and in answer present the following. Give you an equal undivided fourth part of tracts one and two, with all their appurtenances, for thirty-seven hundred and fifty dollars, to be paid in erecting a good warehouse, and such other improvements as may be determined upon, to which you must add $1,250, the proportion of said fourth, when the whole shall be common stock. It is expected you will settle at Port Lawrence, and become agent for the proprietors. The temporary buildings now there may be taken to your own use, or to use of others, as you may wish, until others are to be had. The plan adopted in laying off lots may be altered, if found expedient, on further examination of the site. Mr. Williams and myself are anxious to get out there, but can't say when it will be convenient with certainty. If we could see you, we no doubt could make an arrangement mutually advantageous. We address you as the party wishing to become interested, but open the subject to your friend, or other person competent to conducting the business successfully. The movements of Indiana is a guaranty of a canal or railroad throughout the whole Maumee valley. Secondly. Twelve thousand dollars for the entire tracts one and two, cash. 3d. Fifteen thousand dollars; one-fourth in hand, one-fourth in one, two, and three years, with interest from date of notes.

Respectfully, your obedient servant,

WILL. OLIVER.

A. J. COMSTOCK, esq., *Postmaster, Adrian, Michigan.*

*Exhibit B.*

ADRIAN, *April* 20, 1841.

DEAR SIR: Enclosed I send you the letter received by me, in 1832, from Major Oliver. I am in hopes it will answer all the purposes you wish, as it is extremely difficult for me to leave home at present. I have never seen Major Oliver write, and can only say that I received the enclosed in answer to a letter addressed to him.

I am, with respect, yours, truly,

A. J. COMSTOCK.

N. B. After you have used the enclosed, please enclose it to me.

M. T. WILLIAMS, esq., *Toledo, O.*

*B. F. Stickney—deposition.*

UNITED STATES CIRCUIT COURT, *District of Ohio.*

ROBERT PIATT, *vs.* WILLIAM OLIVER *et al.* } In chancery.

Deposition of Benjamin F. Stickney, taken on the part of Williams and Oliver, before the special master commissioner, appointed under a decree of the court in this case, at its December term, A. D. 1840—Present M. T. Williams, acting for himself and Wm. Oliver, also John Fitch, esq., their attorney; also Robert Piatt, complainant, and M. H. Tilden, esq., his attorney; also Saml. M. Young, esq., attorney for Alex. H. Ewing.

Personally appeared before me, at Toledo, Benjamin F. Stickney, who, being duly sworn, testifies and says—

By J. Fitch, esq., attorney for Oliver and Williams, 1. How long have you been acquainted with tracts 1 and 2, upon which Port Lawrence is situated, and 3 and 4, 86 and 87, and the quarter-sections?

2, by same. How long have you known the defendants, Wm. Oliver and Micajah T. Williams, or either of them?

3, by same. Were you conversant with any of the facts or circumstances connected with the negotiations between said Oliver and the trustees of the Michigan University, in 1828, relating to tracts 1 and 2, and which resulted in the purchase by said Oliver of said tracts?

4, by same. What was the standing and position, in the public estimation, of William Oliver in N. W. Ohio and Michigan, from 1812 to 1830, and particularly with the leading and most influential men in Michigan; and was it not such as to particularly favor the success of said negotiation; and if so, why?

5, by same. Was there any other individual connected with the old Port Lawrence Company of 1821, who, in 1828, could have effected the negotiation with the Michigan University for said tracts 1 and 2, upon as favorable terms as said Oliver?

6, by same. What was the value of tracts 1 and 2 in 1822, 1825, 1828, 1830, 1832, 1833, 1834, 1836, 1838, and 1840?

7, by same. What was the value of tracts 3 and 4, 86 and 87, and S. W. $\frac{1}{4}$ of section 2, township 3, and the W. $\frac{1}{2}$ of section 3, township 3, U. S. reserve, during the same periods of time, which valuation please fix upon them separately?

8, by same. What would have been the effect, in your opinion, on the present value of tracts 3 and 4, 86 and 87, and the above named quarter-sections, if tracts 1 and 2 had remained in the hands of the trustees of the Michigan University, for purposes of education; and what would have been their probable condition now?

9, by same. To whom did the proprietors of Toledo mainly look for active exertions and influence, in the efforts at Columbus and elsewhere, to induce the Legislature to undertake the construction of the Ohio division of the "Wabash and Erie canal;" and to whom are they indebted mostly for such exertion and influence?

10, by same. What would have been the effect on the prospects and value of Toledo, if the canal had been constructed on the opposite side of the river, from Defiance down, as urged by citizens of Perrysburgh; and on whom did the proprietors of Toledo mostly rely for vigilant and influential efforts to secure its present location; and were not the efforts of Williams, in this respect, of great importance to the interests of Toledo?

11, by same. What would have been the effect on the prospects and value of Toledo, if the canal, after being located on the north side of the river, had been terminated at the foot of the rapids, by locking down to that point from the head of the rapids, as urged by the citizens of Maumee; and on whom did the proprietors of Toledo mainly rely for vigilant and active exertions in procuring the location of the canal, as now arranged, by keeping on the level, from the head of the rapids, through Maumee city, and locking down at the mouth of Swan Creek?

12, by same. By whose influence and exertions was the charter for the Erie and Kalamazoo railroad obtained, and the road constructed; was it by the proprietors of Port Lawrence, or some of them?

13, by same. Was it not of the utmost importance to Port Lawrence, now Toledo, to induce the present proprietors to become interested therein, and thereby secure the construction of said railroad; and would the same have been constructed, except by a combination of means, influences, and exertions on the part of the proprietors; and what are the benefits resulting to Toledo from said road?

14, by commissioner. Please state whether you *was* acquainted with the condition of improvements on tracts 1 and 2, and particularly in the town of Port Lawrence, as originally laid out in 1817, till the time of relinquishment of said tracts to the Government of the United States in 1821; and if so, please state whether the lots

and improvements were in a condition to produce rents, or the use of them, to be valuable and productive to the owners or occupants; and if so, please state, as well as your recollection will enable you to do, what lots and improvements were thus productive, and the value of the use of them per year?

Question 15, by same. Please refer to exhibit L and O, annexed to Alex. H. Ewing's answer in this case, and examine the charge in those two papers for money paid to you, and state whether you made such a charge, and whether the money was paid to you, as there charged; whether your claim was disputed at first, and, as near as you can recollect, upon what your claim was founded; whether suit was commenced, and, as near as you are able to do, the circumstances and manner under which the adjustment of your claim took place?

Question 16, by same. Please state, as accurately and particularly as you can recollect, whether between the times of laying out the old plat of Port Lawrence in 1817, and the relinquishment of tracts 1 and 2, in 1821, there were any improvements made on lots Nos. 223 and 224, of the old plat; and if so, by whom, what were the nature and extent of these improvements, their cost and value, and how much, if any, would their rent be worth per year? This question is for the purpose of calling your attention, more particularly, to a part of the subject embraced in the general terms of my first question (No 14).

Answer to question 1. I became acquainted with the ground on which tracts 1 and 2 were subsequently surveyed, in 1815, and in 1817, after the survey, more particularly; and subsequently, within two or three years of that time, became acquainted with tracts 3 and 4, 86 and 87, and the quarter-sections.

Answer to question 2. I have known the defendants—William Oliver intimately since the spring of 1812, and Micajah T. Williams since 1813.

Answer to question 3. Austin E. Wing, who was one of the board of trustees of the Michigan University, and representing himself to be a committee from the board, for the purpose of negotiating in relation to tracts 1 and 2, met William Oliver at my house, in 1828, for that purpose; and I was present at frequent conversations between them upon the subject, and was consulted with by both of them as their mutual friend. From the conversations of Wing with me at this time, and subsequently, and being acquainted with Governor Lewis Cass, (the president of the board of trustees,) and conversing with him upon the subject, and others of the board, I am satisfied that no other individual than Oliver could have effected the negotiation upon so favorable terms; and it is a question of some doubt with me, whether the trustees would have negotiated with any other individual.

Answer to question 4. From 1812 to 1830 William Oliver in high estimation in N. O., Ohio, and Michigan, and, from my

personal knowledge, deservedly so; and especially with the most influential men in Michigan; and that it had a favorable influence in effecting negotiations with them. At the commencement of the war of 1812 William Oliver was but a private citizen, and under no other obligation to expose himself; and, as such, at the sieges of Fort Wayne and Fort Meigs, and other places, he performed deeds of valor, unequalled by any other individual. Some of those facts were within my personal knowledge. His important services, with his general urbanity of character, integrity, and capability as a man of business, created for him many warm friends among the most influential men of the country. At an early period Oliver became acquainted with the extensive forests in Ohio, Indiana, and Michigan, &c., and soon after the peace he took a very active part in developing the resources of this region.

Answer to question 5. If there were any other individual, or individuals, in the Port Lawrence Company of 1821, who could have effected the negotiation for 1 and 2, in 1828, I am satisfied they could not have effected it upon as favorable terms. In evidence of this, on my saying to Governor Lewis Cass, subsequent to the closing the negotiation with Oliver, that I had understood that Oliver would have given a considerable of a sum in cash, in addition to the land, in exchange for tracts 1 and 2, if it had been exacted by the trustees, he answered that he was opposed to that; there ought not to be any cash in the matter, under the then existing circumstances, and giving his reasons in general why the University could not manage tracts 1 and 2, as a town, to increase its value; and that they (the University) ought to place their reliance for the profits of the arrangements, upon the increase of value that would be given to 1 and 2 by the exertions of Oliver, and thereby increase the value of the adjoining lands received from Oliver in exchange.

Answer to question 6. In 1822, the value of tracts 1 and 2 was one dollar and one-fourth per acre; in 1825 the same; in 1828, the same; 1830, the same; 1832, the same; 1833, two dollars per acre; 1834, twenty dollars per acre; 1836, one thousand dollars per acre; 1838, five hundred dollars per acre; and 1840, four hundred dollars per acre. The above estimation is made without taking into consideration the value of buildings on the ground. My judgment of prices of tracts 1 and 2, has been made up from the sale of lands by the U. S., and by re-sales by individuals of lands, either adjoining or near those tracts, within the various periods above stated.

Answer to question 7. In 1822, the value of tracts 3 and 4 was one dollar and a quarter per acre; in 1825, the same; 1828, the same; 1830, the same; 1832, the same; 1833, the same; 1834, ten dollars per acre; 1836, five hundred dollars per acre; 1838, two hundred dollars per acre; 1840, one hundred dollars per acre. 86 and 87, and the S. W. $\frac{1}{4}$ of section 2, township 3, and the west half of section 3, township 3, U. S. reserve, are so nearly situated

alike, and the quality of the land so nearly the same, that I am not able to make any distinction in the value. There were no lands similarly situated, sold from 1822 to 1832, inclusive, by which the saleable value could be determined. There were some appraisals made, within that period, that would show that their estimated value was about sixty cents per acre. In 1833 there were some lands sold by the United States, that was of about the same value, at one dollar and a quarter per acre; in 1835, they were worth five dollars per acre; in 1836, ten dollars per acre; in 1838, three dollars per acre; and 1840, the same.

Answer to question 8. Had 1 and 2 remained in the hands of the University, for purposes of education only, I think there would have been no improvements upon them. And it is my opinion that there would have been no material increase of value, unless it might have been by improvements upon adjoining lands not owned by them. And there is no ground of probability that the talents and means of the same men would have been exerted to build a town on 1 and 2. And it is known to me that the inhabitants of Detroit and Monroe felt it to be their interest to prevent a town being built on tracts 1 and 2. The most influential members of the board of trustees resided in those towns. Nor would the exertions of Oliver and Williams have been had, or others they influenced to come into the interests, to build a town, by the various means necessary to effect that end, such as constructing canals, railroads, and other roads, &c., &c. The probable condition now [ ] that there would be no improvements on 1 and 2, and 3 and 4 would be of much less value. It is difficult to determine whether it would materially affect the value of the other lands described.

Answer to question 9. Micajah T. Williams was the principal man looked to for the management of this part of the concern.

Answer to question 10. There is no doubt that if the Wabash and Erie canal had been constructed on the south side of the Maumee river, from Defiance down, it would have had an unfavorable effect upon the interests of Toledo; to what degree is very difficult to determine. And that Williams exerted an important influence in the location on the north side of the river.

Answer to question 11. It is important to the prospects and value of Toledo that the canal is run upon the high level, and locks down at Swan creek, in Toledo, and continuing it through the town, furnishing a great water power there, affording great canal facilities. Much reliance was placed upon Williams, in obtaining those advantages.

Answer to question 12. The Erie and Kalamazoo railroad, at the time of its charter, was altogether within what was considered Michigan, and chartered by that Territory. Darius Comstock and his son Addison, being citizens of the territory, were the most active persons in obtaining the grant. But I have no doubt that the elder was stimulated to exertions by Williams his friend. Besides

Stephen B. Comstock, a nephew of Darius, had become interested with Oliver and Williams in tracts 1 and 2, that probably had an influence upon Darius and Addison. But in raising the funds and the executing the work, Edward Bissel was the principal person. He, also, had become interested through Oliver and Williams in that part of Toledo situated on tracts 1 and 2.

Ans. to question 13. It was of the utmost importance that the present proprietors of Toledo should become interested in the Erie and Kalamazoo railroad; and by the influence, and by the interest and exertions of Edward Bissell, and of the principal proprietors of Toledo, the road was constructed. The advantages of this railroad in all its bearings have been and are very great. But we know of no mode of estimating the amount.

Ans. to question 14. I was acquainted with the improvements on 1 and 2, and particularly in the town of Port Lawrence, as originally laid out in 1817, till the time of relinquishment of said tracts to the Government of the United States in 1821. The lots and improvements were not in a condition to produce much rent. I cannot state the amount. There was one building, (the largest,) a part of which was rented to me by William Oliver, in 1819, and I continued to occupy this part in 1820; in 1821, and part of 1822, I occupied the whole of the building. I do not recollect what I paid during the time I occupied a part of the building. But when I occupied the whole of it, I paid eighty dollars per annum. The building was on lots 223 and 224.

Ans. to question 15. I have examined exhibits L and O, annexed to Alex. H. Ewing's answer. As far as I can recollect, the charge of money paid to me by William Oliver is correct. I made a charge against Martin Baum & Co. of a much larger amount, I think about $1,500, consisting of a number of items—for money paid to Martin Baum for lots purchased in the plat of Port Lawrence at a public sale in 1817; for damages for improvements made by me on the lots I had purchased, interest on the same, &c. &c.; I commenced a suit, and attached the lands of the company in the neighborhood that had not been relinquished to the United States. William Oliver came to my house from Cincinnati, to where I now reside, in what is now called Toledo. He told me he had come as the special agent of Martin Baum to adjust the amount of my claim upon him and the company, that he had no interest in the matter, other than as the friend of Martin Baum, and that having, as an agent, been instrumental in bringing Baum into his then situation, and knowing more of the details than he did, and that the rest of the company would not pay any thing. I do not recollect that Oliver complained of the justice of my charges, but expressed doubts whether I could recover in the suit all the items of charge I had made. He laid claim to my generosity and forbearance, and saying that the amount that he should pay me, he should be under the necessity of advancing out of his own proper funds, as the

friend of Baum. From my present recollection he paid me something more than one thousand dollars. Nearly the whole amount was paid me in notes of hand he held against Henry J. Hunt, of Detroit, that had been several years drawn, and on interest. He endorsed the notes when he delivered them to me. The notes were paid by Hunt to me.

Ans. to question 16. There was a building erected on lots 223 and 224, in the year 1818; William Oliver superintended the building in person; and I understood at the time that it was done at the expense of Martin Baum and himself. The building at that time was done under great disadvantages; there were but few white inhabitants in this country; laborers had to be brought from a considerable distance; and oxen or draught horses very difficult to be obtained. The building was part of logs hewn, and part frame work. I should estimate the size of the building 65 long, by 20 wide, and 2 stories high—the log part 45 feet. Under the disadvantages that then existed, of erecting so large a building, where there were so few civilized inhabitants, it probably cost $800, and might be considered worth that sum or more, and as I have before stated, it rented for $80 per annum. There was a small wharf attached to the building. I saw the steamboat "Walk-in-the-water" lying at the wharf in the fall of 1818, the first boat on Lake Erie.

Question 17, by commissioners. Please state the cost and value of the wharf you mention, and what was its real worth.

Ans. to question 17. The wharf attached to the building on lots No. 223 and 224 on the old plot of Port Lawrence, was formed by the projection of timbers from the building, and plank laid upon them, and therefore estimated as a part of the building.

Question 18, by same. Please state the nature, object, and history of the arrangement made by Port Lawrence and Vistula divisions of Toledo with Wm. P. Daniels & Co. in relation to a line of stages.

Ans. to question 18. An arrangement was entered into by Wm. P. Daniels, on the part of the Port Lawrence division of what is now [called] Toledo, and myself, on the part of the Vistula division, by purchasing of Converse and others part of a contract for carrying the mail of U. S. from Lower Sandusky to Detroit; and purchased in the same contract a number of carriages and horses, for the purpose of conducting the line of mail stages through Toledo, for the advancement of the interest of the town. There was a heavy loss in the concern, and the loss was born equally by the proprietors of the two parts of Toledo.

Question 19. In your answer to question 3, you express the opinion that no other person could have effected an exchange of lands with the Michigan University on so favorable terms as Mr. Oliver. To what cause do you ascribe this peculiar influence of Mr. Oliver? Could not any other person of equal talent and shrewdness have conducted the negotiations as successfully as Major Oliver? And how much more would any other person probably have been compelled to pay?

20. For what purpose were tracts 1 and 2 donated by Congress to the Michigan University? If for the purposes of education, would it not have been most beneficial to the object of the bounty of Congress, that the land should, at some time, have been converted into money? And if so, would they not naturally have fallen into the hands of the highest bidder; and is it not possible that a sale in this way might have led to the building up a town thereon?

21. In your answer to question 8, you express the opinion that if tracts 1 and 2 had remained in the hands of the Michigan University, that no town would have been laid out thereon, and that thus the influence of Major Oliver and his associates would not have been had in building up Port Lawrence. In this case what would have been the condition of the Vistula division of Toledo, adjoining Port Lawrence, formerly called Depot? Would it not have been to concentrate the efforts of city builders upon Vistula, and thus have increased the value of tracts 3 and 4, 86 and 87, and the quarter-sections? Is not the Vistula division of Toledo equally favorably situated by nature for commercial purposes as Port Lawrence? And could not a city have been built up there with equal facility? And has not the land upon which Vistula has been built been in the hands of persons as wealthy and as enterprising? And have not the proprietors of Vistula contributed as largely by their moneys, their influence, and their enterprise, as Messrs. Williams and Oliver, to the building up of Toledo? And have not the associates of Messrs. Williams and Oliver in the same manner contributed as much to the building up of Port Lawrence?

Answer 19. In my answer to question 3, I have stated the leading causes of the great personal influence of Mr. Oliver, but I may add that, during the period of time in question, there was no man in Ohio or Michigan, who had so many devoted friends among the most influential men as Oliver; and no man stood in the same relation to the Port Lawrence tract as Oliver did; it being believed that he had made great personal exertions to build up a town, and had expended the principal part of his property to effect the object; and the Port Lawrence company being under the necessity of relinquishing tracts 1 and 2 to the United States for want of means to pay the three instalments yet due, and thereby Oliver had been defeated in his favorite object, and of obtaining remuneration for his great sacrifices. And it was further believed by the trustees of the University, that by the relinquishment to the United States, all connection between Oliver and the company had terminated; and that it would be for the benefit of Oliver individually. And if they had supposed it would have been for the benefit of the old company, they would not, in my opinion, have been willing to have entered into the arrangement. There was still another cause operating upon the minds of the trustees of the University, as stated by some of the members to me—that they were not satisfied with the perfect fairness towards Oliver at the time, and under the cir-

cumstances that the trustees stepped in, and asked of the United States tracts 1 and 2, when they knew that Oliver was looking to the time when the United States should offer again for sale his favorite spot, that he might purchase on his account, with the prospect of restoring a broken fortune. For the reasons above assigned, I have doubts whether any other person would have effected the negotiation, and therefore it would be a fruitless attempt to make an estimate of the difference of terms on which it could have been effected by others. For it is clear to me that the number of dollars and cents, that the trustees would sell the land for, was not the ground on which the question rested. The character of Oliver, his disposition and capability of building a town on 1 and 2, and thereby enhancing the value of the lands they were to receive of him in exchange, was a material part of the consideration.

Answer 20. A long time prior to the time that tracts 1 and 2 were selected by the trustees of the University of Michigan, a grant of land for a University had been made, and lands had been given the same by Indian treaties, all which might be selected at any time, on any lands of the United States unsold within the the Territory of Michigan. But it was understood that when selected, they could not sell them except subject to the confirmation of a special act of Congress; nor could the United States sell the lands. If the trustees of the University had not selected those lands, and they had been sold by the United States, the money would have gone into the treasury, and they would not have received the benefit. It is possible that the sale of the lands 1 and 2 by the United States to the highest bidder might have led to the building up a town. This would have materially depended upon whose hands it might have fallen into.

Ans. to 21. The answer to this would depend so much upon mere imagination in the principal points, and in this I could not be considered a disinterested witness. I cannot be explicit. Until the latter part of 1832, I was the sole owner of the Vistula part of what is now Toledo. I had no associates. But I have ever considered it to my interest to promote the growth of the town in the Port Lawrence part. With this view I have acted in concert with Oliver since 1818, and with Williams since 1820. Our transactions have not been confined to the limits of Toledo; we have met in Indiana, Cincinnati, Columbus, and the city of Washington, and in frequent correspondence. I recollect that an arrangement was entered into between Williams and myself at Washington to abandon the names of Port Lawrence and Vistula, and take a new name for what is now Toledo. There then being two post offices, we agreed to have one only, and to have that one kept near the line between the two towns, where it is now kept. We then informed the Postmaster General of our understanding, and he consummated the arrangement. We acted in concert in obtaining this to be made a distributing post office. I have, with my associates in the Vistula

part of Toledo, in all the leading measures for the advancement of the common interests of the town, acted in concert with Oliver and Williams. I have not considered it a matter of great consequence at what point the town was commenced between the mouth of Swan creek and the mouth of the Maumee river; that the whole ground would be ultimately required and occupied, if an undoubted fee simple title would be given. But the public attention was principally drawn to the mouth of Swan creek in the early settlement of the country. The rapidity of the growth, and the magnitude of the town, depends principally upon the commercial facilities furnished by canals and roads, directed to a point of such natural advantages.

B. F. STICKNEY.

Sworn to and subscribed before me, at Toledo, this 28th day of April, 1841.

A. F. PERRY,
*Special Master Commissioner.*

*L. S. Lownsbury's Deposition.*

UNITED STATES CIRCUIT COURT, *District of Ohio, ss:*

ROBERT PIATT
*vs.*
WILLIAM OLIVER et al. } In chancery.

Deposition of L. S. Lownsbury, taken on the part of Williams and Oliver, defendants, before the Special Master Commissioner appointed in this case, by a decree of this court, at its last December term, A. D. 1840. Present: M. T. Williams, acting for himself and William Oliver; John Fitch, esq., attorney for Williams and Oliver; Robert Piatt, complainant, and M. H. Tilden, esq., his attorney; and Samuel M. Young, attorney for Alex. H. Ewing, a defendant.

Personally appeared before me, at Toledo, L. S. Lownsbury, and being duly sworn, testifies and says: By attorney for Williams and Oliver, 1. How long have you resided in Lucas county, and how long have you acted as the auditor of said county?

2. Have or have not the Erie and Kalamazoo railroad, and the Palmyra and Jacksonburg railroad (which intersects the former at Palmyra) contributed very materially to the commerce and business of Toledo, since their construction? Please state such views as from your own observation you entertain on these points?

3. What are your views as to the effects of the construction of these roads on the value of tracts 1, 2, 3, 4, 86 and 87, and the southwest quarter, section 2, and west half section 3, township 3, twelve mile reserve?

4. If these roads had not been constructed, to what point of lake navigation would the business, which now centres at Adrian, Tecumseh, and Clinton, in the State of Michigan, and thence comes to Toledo on the said roads, have gone?

5. What is the natural situation and character of the country with reference to the facilities for making ordinary roads, and for transportation, which intervenes between Toledo, and the country reached by these two railroads?

6. What is the general character as to productiveness and population of the districts of country in Michigan, with which these two railroads connect Toledo in daily business intercourse?

7. Is or is not, in your opinion, the construction of the Jacksonburgh and Palmyra railroad a consequence of the construction of the Erie and Kalamazoo railroad?

Answer to question No. 1. I have resided in Lucas county since the fall of 1835, and have been auditor of said county for the last three years.

No. 2. The business and commerce of Toledo have been very much enhanced by the Erie and Kalamazoo, Palmyra and Jacksonburgh railroads, since the construction of these roads, and by means of which I should think the business of Toledo to have increased at least seventy-five per cent.

No. 3. The effects of the construction of these roads have been, to increase very much the value of the lands referred to in question No. 3. I have no doubt the value of property is, at least, ten times as much as it would have been without these works.

No. 4. If these roads had not been constructed, the business which centres at Adrian, Tecumseh, and Clinton, in Michigan, and from thence to Toledo, would have gone to Detroit or Monroe, instead of Toledo.

No. 5. The natural situation of the country through which the Erie and Kalamazoo railroad passes, is so wet and marshy as to render it very difficult to make ordinary roads; and without these railroads, it was almost impossible to transport goods or produce over the country through which they pass.

No. 6. The country connected by means of these railroads, as to productiveness, is rich and fertile, and generally settled by an industrious and enterprising people.

Answer to question No. 7. The construction of the Jackson-[burgh] and Palmyra railroad was undoubtedly the consequence of the construction of the Erie and Kalamazoo railroad.

L. S. LOWNSBURY.

Sworn to and subscribed before me, at Toledo, this 28th day of April, 1841.

A. F. PERRY,
*Special Master Commissioner.*

*A. Palmer's deposition.*

UNITED STATES CIRCUIT COURT, *District of Ohio:*

ROBERT PIATT
*vs.*
WILLIAM OLIVER et al. } In chancery.

Deposition of Andrew Palmer, taken on the part of Williams and Oliver, defendants in this case, before the special master commissioner, appointed under a decree of this court at its December term, A. D. 1840. Present, M. T. Williams, for himself and Oliver—Robert Piatt, complainant.

Personally appeared before me, at Toledo, Andrew Palmer, and being duly sworn, testifies and says:

Question 1st, by commissioner. Did you ever act as the agent of William Oliver, or of M. T. Williams, or of both, either by themselves or in connexion with others, proprietors of the Port Lawrence property now in controversy in this case; and when did your services commence and end?

Question 2d, by same. Examine the book now produced to me by John Fitch, esq., marked Y, and say whether it was all, or any part of it, kept by you as such agent; and, if so, what part of it, and whether that is the original and only book of accounts kept of the company transactions, in relation to said property, since you became acquainted with the company affairs, or, as far as you know, at any other time.

Question 3d, by same. Did that book, so far as kept by you, and so far as your knowledge extends, show a true and just, and full account of the sales, receipts, disbursements, and other transactions of the proprietors, in relation to said Port Lawrence property?—sales of company shares excepted from this question.

Question 4th, by same. Does that part of said book, purporting to be an account of meetings held by the proprietors at different times, give a full and true account, and a faithful record of the doings of the proprietors at said several meetings; and were there any other meetings of the proprietors during the period of time covered by said book?

Question 5th, by same. State briefly the nature and extent of your agency, and the contract as to services; and how much, and in what manner, you *was* to be paid for the same.

Question 6th, by same. Explain the charges in the credit side of your account, on the 48th and 52d pages of said book, for printing. What was the nature and object of the transactions to which they relate?

Question 7th, by same. Explain your several charges for Daniels & Co.'s stages. What was the nature and object of the transactions to which they relate?

Question 8th, by same. Explain, if you know, the object and nature of the transactions referred to in the account of W. J. Daniels & Co., stages, &c., on the 63d and 64th pages of said book; and whether the same is a true and just account.

Question 9th, by same. The same questions in relation to Port Lawrence and Vistula suspense account, pages 65 and 66 in said book.

Question 10th, by same. The same questions in relation to the accounts on the 69th page of said book.

Question 11th, by same. The same questions as to the account, on page 87, for Erie and Kalamazoo Railroad Company.

Question 12th, by same. The same questions as to charges relating to Hotel Company, on 83d page of said book.

Question 13th, by same. Explain your charges for expenses in going to Columbus, on page 48 of said book; the nature and object of the transaction to which it refers.

Question 14th, by same. There appears to have been a stop made in the accounts in said book, August 1st, 1817, and interest cast, and balances struck to that date. State if such was the fact; and, if so, the object and reason for it; and whether there was a settlement among the proprietors and persons interested, according to the balances and statements of account there made; and whether said balances are truly shown on the book.

Question 15th, by same. Have you, *seen* the partition of lots among the proprietors of Port Lawrence, or before that time, rented any lots or buildings of Williams or Oliver, or either of them; and, if so, at what price—how much have you paid—to whom, and when—and how much, if any thing, is due for rent to them, or either of them?

Answer to question 1st. I have acted as the agent of William Oliver, M. T. Williams, and others connected with them, as proprietors of the Port Lawrence property. My agency commenced on or about the *second* day of November, 1834, and terminated in July, 1837.

Answer to question 2d. The book marked Y, here referred to, was partly kept by me during the continuance of my agency. The entries made by me are, I think, all embraced within that portion of said book, extending from the second to the 44th pages, each inclusive, as now numbered. But a small portion, however, of the entries embraced in that portion of said book, were made by me. Many of them were made by Mr. Bissell, others by Major Oliver, and the other proprietors or agents. So far as my knowledge extends, this is the original and only book of accounts and records of the transactions of the company. My own account against the company was kept separately.

Answer to question 3d. This book, so far as kept by me, according to the best of my knowledge and belief, shows a true, just, and full account of the sales, receipts, disbursements, and other trans-

actions of the proprietors, in relation to said Port Lawrence property; sales of shares, and my own expenses and salary as agent, excepted. On examining the fifty-first and fifty-second pages, purporting to contain a statement of my account with the company, I find errors as to amount of my services, omissions as to my expenses as agent, and inaccuracies or improper entries, as, I think, both in relation to interest, or moneys claimed to be in my hands, and in those moneys themselves. These entries were not made by me, and have a tendency to mislead, as to the state of my account with the company. I do not know of any other errors, although they may be found, on examination, to exist.

Answer to question 4th. I can only answer from my own knowledge as to the meeting held, at which I was present, and in which I participated; that being the one held on the 1st, 2d, 3d and 4th of July, 1835, the proceedings of which are embraced in that portion of said book paged from 152 to 169, each inclusive. The proceedings then recorded give a true and faithful account of the doings of the proprietors at that time. From the best information I can gather, as well as from an examination of the records contained in said book, I also believe that the proceedings and doings of the proprietors at all the other meetings, there recorded, are truly and faithfully given.

Answer to question 5th. My agency extended to the sale of town lots, and to the improvement and general enhancement in value of the lands belonging to said company, to the receipts and disbursements of moneys due them, and to the promotion of all objects tending to build up a town, and to concentrate the business and commerce of the surrounding country at this point. There was no contract as to the amount to be allowed me for services; only a general understanding between myself and the proprietors, that for my services, and expenses as agent, I was to be freely paid and reimbursed. At a meeting of the proprietors, subsequent to the termination of my agency, I presented an account for my services, as agent of said company, which, if allowed, would have left but a trifling, if any, balance, either way, between the company and myself.

Answer to question 6th. The first item referred to on page 48, was copied from my account against the company, and was for printing circulars for the purpose of spreading information, and calling public attention to the object of a railroad, as near as I recollect, from this place to the head of Lake Michigan. The second item was for printing reports (Congressional, I think) on the question of the disputed boundary between Ohio and Michigan; Toledo being embraced within the Territory then under the jurisdiction of Michigan, it was deemed of vast importance to promote such an adjustment of that question as would throw this point within the organized limits of Ohio, and thereby enable the State to extend the Wabash and Erie canal down to, and build up a city

at, this place, as well as to quiet generally the question of jurisdiction, which was then operating unfavorably upon the property of the town.

Answer to question 7. The proprietors of the Port Lawrence and Vistula property, for the purpose of securing a regular line of stages between this place and Detroit and Cleveland, agreed with Messrs. Daniels & Co. to unite with them in the purchase of so much of said route as would enable them to run the stages regularly to and from this place, and to share with them, at a certain rate, in the expenses or losses in running the same. To what extent the several parties became mutually interested, I do not now distinctly recollect, but think one-half was to be borne by Vistula, one-fourth by Port Lawrence, and the balance by Messrs. Daniels & Co. The items here referred to were several payments made to Messrs. Daniels & Co. by the Port Lawrence Company, agreeably to this understanding. A part of the moneys here charged being on account of the purchase of stages, horses, &c., and a part to defray the expenses of running the same.

Answer to question 8. In part reply to this question, see last answer. So far as the account purports to cover moneys paid by me, I believe it to be just and true.

Answer to question 9. Not having been fully advised of the principles upon which the proprietors of the two divisions of the town adjusted those matters, in which they were mutually interested, I am unable to reply intelligibly to this question.

Answer to question 10. The same substantially as to question 9.

Answer to questions 11 and 12. The same as last.

Answer to question 13. This change was made to cover a portion of my expenses while at Columbus, in the winter of 1836, for the purpose of obtaining a charter for the Toledo and Michigan City Railroad Company, and for other purposes, in which the town was supposed to be deeply interested. It forms but a small item in the amount of the expenses incurred by me, as agent that winter, in prosecuting these objects.

Answer to question 14. The matters here referred to are of a later date than those coming under my cognizance as agent, and I am, therefore, unable to explain them with any degree of certainty. So far as the account between myself and the company is concerned, as before referred to, in my answer to question 3, the balance is not correctly shown.

Answer to question 15. I rented of William Oliver the warehouse and lot No. 1, foot of Monroe street, for, I think, the nominal consideration of twenty-five dollars, the real consideration being, that I should open a warehouse and store on said premises, and establish myself in business at this place. I occupied it for three years, under this arrangement, during which time I do not recollect to have paid any money to Mr. Oliver, for the use of it, although I may have done so. In 1836, Palmer, Bush & Co., of which firm

I was a member, rented the same premises at $200 per annum, the rent on which was paid during the continuance of their lease, (three years,) from time to time, as it was called for; sometimes in money, and sometimes in money and in repairs, improvements and additions upon the premises. The exact amount, or proportion of either of which, I have not now at my command the means of knowing; nor do I know positively that the last year's rent was fully settled. Since August 1st, 1839, I have occupied a warehouse built upon water property, leased of M. T. Williams by Garret D. Palmer, upon which rent has been paid at the rate of $300 per annum, making the amount already paid by him $450, of which $300 were paid in November or December, 1840, and the balance in February, 1841. This, I think, is all the rent either paid or due Mr. Williams up to this date.

*Questions by M. T. Williams.*

1. How long have you been acquainted with tracts 1 and 2, 3 and 4, and three quarter-sections in the rear, and tracts 86 and 87; and what was the value of 1 and 2, in 1833, 1834, 1835, 1836, 1838, and 1840?

2. What was the value of tracts 3 and 4, and the three quarter-sections, in the same years?

3. What was the value of tracts 86 and 87 in same years?

4. What would have been the effect, in your opinion, on the present value of tracts 3, 4, 86 and 87, and the three quarter-sections, if tracts 1 and 2 had remained in the hands of the trustees of the Michigan University, for purposes of education; and what would have been their probable condition now?

5. What would have been the effect on the prospects and value of Toledo, if the Wabash and Erie canal had been located and constructed on the south side of the river, from Defiance down, as strenuously urged by the citizens of Perrysburgh?

6. What would have been the effect, if the canal, after being located on the north side of the river, had been terminated at the foot of the rapids, by locking down to that point, from the head of the rapids, as strenuously urged by the citizens of Maumee city, and also of Perrysburgh?

7. Were the proprietors of Toledo under the necessity, through several years, of using constant and vigilant efforts to counteract these unfavorable influences, and on whom did they materially rely, and to whom materially indebted, for constant and vigilant exertions in counteracting these unfavorable influences, and in promoting the final location and construction of the canal, as now arranged, on the high level from the head of the rapids, locking down at the mouth of Swan creek?

8. Was the charter of the Erie and Kalamazoo railroad obtained from the Legislature of Michigan, by the proprietors of Toledo and their friends, and by whom; has the road been mainly constructed

through their efforts, and by whom? Please state the particulars, briefly, as to the construction of this road.

9. To what point is this road now constructed and used, the length of the road, and when was it begun and finished?

10. At what distance from Toledo does the Palmyra and Jacksonburgh railroad branch off from this road, and to what points, and the distance from Toledo, is this branch road now used?

11. Was or was not, in your opinion, the construction of the Palmyra and Jacksonburgh railroad a consequence of the construction of the Erie and Kalamazoo road?

12. What is the general character for productiveness and consumption of the districts of Michigan, with which these two railroads now (and for some years past) connect Toledo in daily business intercourse; and to what points would the business have been concentrated, if these two railroads had not been constructed; and does it now belong to Toledo? Please state the facts briefly on these points.

13. What is the natural situation and character of the country with reference to intercourse and transportation, which intervenes between Toledo and the populous and productive country reached by means of these two railroads? Was there any, and what description of road, or means of intercourse or transportation, or any facilities for constructing an ordinary or common road?

14. Has the construction of the two railroads here referred to had any material influence in increasing the business and the travel at and through Toledo, and in strengthening the prospects of the place; and has it added any thing, and how much, to the value of tracts 1, 2, 3, 4, 86 and 87, and the three quarter-sections? Please state your views on these points fully.

15. By whom was the charter for the Toledo and Michigan city Railroad Company obtained, and when? Was it by the proprietors of Toledo? Has the company been organized? Have surveys and locations been made, and cost of the construction reported by competent engineers, and at whose expense? What is the distance by the projected road from Toledo to Michigan city, as located? What the probable distance by water? Please state your views of the value and importance of the road, and whether, in your opinion, if constructed, it would or would not materially tend to enhance the value of tracts 1, 2, 3, 4, 86 and 87, and the 3 quarter-sections west.

*Answers to interrogatories submitted by M. T. Williams.*

Answer to question 1st. I have been acquainted with tracts 1 and 2, 3 and 4, and three quarter-sections in the rear, and tracts 86 and 87, since the spring of 1833. In 1833–'4, tracts 1 and 2 were worth, and interests were sold at $50 (fifty dollars) per acre; in 1835–'6, they were, I think, worth from $700 to $1,000 (seven hundred to one thousand dollars) per acre; in 1838 and 1840, *by* the

litigation in relation to the title, and other causes of depression, had so affected the value of this property, that it is now difficult to say what it was worth at those periods.

Answer to question 2d. In 1833 and 1834, tracts 3 and 4 would probably have brought from $10 to $20 per acre; in 1835 and 1836, they would have brought from two hundred dollars to five hundred dollars per acre. In 1833 and 1834, the three quarter-sections, collectively, would probably have brought from $5 to $7 per acre; in 1835 and 1836, they were considered worth from $75 to $100 per acre. As to the value of these respective lands, or tracts, in 1838 and 1840, the same observation will apply as to the value of tracts 1 and 2 the same years.

Answer to question 3d. In 1833 and 1834, tracts 86 and 87 were worth from $5 to $10 per acre; in 1835 and 1836, they were valued at from $150 to $300 per acre. As to their value in 1838 and 1840, the same observations as those applied to tracts 1, 2, 3, 4, and the three quarter-sections, at the same time.

Answer to question 4th. These tracts would probably, under such circumstances now, have been of the value of from $7 to $10 (seven to ten dollars) per acre; they would still have been a wilderness, entirely destitute of improvements of every description.

Answer to question 5th. The effect would have been to prevent the growth of a city at this place. A small village might hereafter have subsisted at this point, but the principal commercial city upon the river would, in that event, in all probability, have grown up at the foot of the rapids. These tracts would have derived but little of that value which they now possess, from the prospective completion and business of the Wabash and Erie canal.

Answer to question 6th. The same as the last.

Answer to question 7th. Yes—the principal reliance of the proprietors of Toledo, during this period, to counteract these influences, and in locating the Wabash and Erie canal, as now arranged, was upon Messrs. Williams and Oliver, and the agents employed by them.

Answer to question 8th. The charter of the Erie and Kalamazoo railroad was obtained from the legislature of Michigan, in the spring of 1833, by Stephen B. Comstock, the agent of Messrs. Oliver and Williams, and the friends of said Comstock, acting with him. The road has been mainly constructed by the proprietors of Toledo, through the efforts of the agents of said Oliver and Williams.

Answer to question 9th. This road starts from the foot of Legrange street, in the lower part of Toledo, passes up along the line of wharves and Water street, to a point within the water, front of tracts 1, 2; it thence passes through said tracts in a westerly direction, thirty-three miles, to the village of Adrian, in Michigan. It was begun in 1834, and finished in 1836, and is now used the whole distance between Toledo and Adrian.

Answer to question 10th. The Palmyra and Jacksonburgh railroad branches off from the Erie and Kalamazoo road, 26 miles from

Toledo, and extends to the village of Tecumseh and Clinton—the former 36, and the latter 41, miles from Toledo. It is now used, from its point of intersection with the Erie and Kalamazoo railroad, to both those places.

Answer to question 11th. It was.

Answer to question 12th. The country penetrated, and now connected with Toledo in daily intercourse by these two railroads, is highly productive as an agricultural country. It also abounds in the best of water privileges, which have, of late, been improved and rendered available for mills and manufacturing purposes, in an eminent degree. The country has settled and improved rapidly, since the completion of these roads, and not only turns off a large amount of surplus produce annually, which mostly passes over this road to Toledo, but receives heavy importations of foreign products, to be forwarded from this point over these roads, for the consumption of its citizens. If these roads had not been built, this business would mostly have gone to Monroe and Detroit.

Answer to question 13th. The district of country which intervenes between Toledo and the country penetrated by these railroads, is, much of it, in its present state, forbidding and unproductive—being deemed too level and wet for agricultural purposes, and being also densely timbered, and partaking more or less of the character of a swamp; there was scarcely any road that was in a condition to admit of the transportation of passengers and property over it. A good road could, under no circumstances, have been constructed through the district, short of McAdamizing it.

Answer to question 14th. The answer to this question is embraced substantially in the preceding answers.

Answer to question 15th. The charter for the Toledo and Michigan city railroad was obtained, in the winter of 1836, by the proprietors of Toledo, principally through the exertions of Mr. Comstock and myself, acting in behalf of the Port Lawrence Company, and others associated with us.

The company has been organized, surveys and locations have been made, and the cost of the construction reported by a competent engineer at the expense of the proprietors of Port Lawrence and Vistula. The distance by this road from Toledo to Michigan city as located is about 186 miles, the probable distance by water is 900 miles. I deem the completion of this road of vast importance to the commerce and business of Toledo—it would tend more than any other measure after the completion of the Wabash and Erie Canal to build up a city at this point, and enhance the value of the several tracts referred to in this question, viz. 1, 2, 3, 4, 86, 87, and the three quarter-sections west.

Question 16, by commissioner. State what you know [of] a clearing made on tracts 3 and 4 for what is now called Oliver's addition—the object, expense, and the time when it was done, and when and how paid for.

Answer to question 16, by commissioner. In the winter of 1837, I was directed by Oliver and Williams to put said clearing under contract, which I did. The amount cleared was 61$^{85}$ acres, which I paid for at the rate of $10 per acre. The work was completed by or before the month of May, of the same year, at which time I drew on M. T. Williams for $500 to apply on the cost of said clearing, which was paid by him. The balance of the cost of said improvement stands charged on my books to Oliver and Williams. The object of said clearing, as I understood it, was to prepare for the laying off and plotting of the same as an addition to Toledo.

[Answer 3—Palmer.]

Question 1st, by complainant. What in your opinion would have been the value of tracts 1 and 2, if they had fallen into the hands of proprietors other than Williams and Oliver?

2. If the Michigan University had not sold tracts 1 and 2, would a town have been built up at any other point in the vicinity? And if so, would not the effect have been equally to increase the value of tracts 3 and 4, and the quarter-sections?

3. Suppose that no canal whatever had been undertaken, what [would have] been the effect upon the value of tracts 1 and 2?

4. What are some of the natural advantages of Toledo? What are some of the reasons why the commerce of the lakes can more conveniently and economically be brought into connection with inland communication at Toledo, than at any other point on the river?

5. Will you please to state some reason why you suppose that if tracts 1 and 2 had remained in the hands of the Michigan University, the Vistula division of Toledo by the same enterprise and artificial aid might not have been built up into a city?

6. Please to exclude from your estimate of the services of Williams and Oliver those services actually performed by their agents, and state what they or either of them have done towards the building up of the town?

7. How much money has been expended by them, or either of them, in improvements not realized upon the sale of Port Lawrence property?

8. How were the agents paid? by Williams and Oliver? or out of the proceed of the sales of lots?

9. Do you not know that except an occasional visit by Williams or Oliver to Port Lawrence very little time has been spent by either of them? And that the chief management of the enterprise of building up the town was entrusted to their agents? And that these agents were paid, and their own expenses defrayed, and improvements prosecuted, out of the avails of the sales of the property itself?

*Answers to questions by complainant.*

Answer to question 1st. The value of tracts 1 and 2, had they fallen into hands other than the present proprietors, would no doubt

have been materially affected by the character, enterprise, and business capacity of those into whose hands they had fallen. What degree of influence any difference of proprietorship might have exercised over the value of these tracts, I am quite unable to determine.

Answer to question 2d. A town would undoubtedly have sprung up lower down on the river than tracts 1 and 2, had these lands remained in the hands of the Michigan University. But the effect would not have been equally favorable upon tracts 3 and 4, inasmuch as tracts 1 and 2 lay between tracts 3 and 4 and the point where said town would have been built, and command the outlet for the Wabash and Erie Canal.

Answer to question 3. Had no canal whatever been undertaken, tracts 1 and 2 would no doubt at this day have been less valuable than they are. But how much less it is difficult to say.

Answer to question 4. Some of the natural advantages of Toledo are a good harbor, a beautiful river, ample depth of water out to the lake, a prominent position as connected with the interior of the country. These and other reasons make it more convenient to unite the commerce of the lakes with inland communication at this point than at any other on the river.

Answer to question 5. It is apprehended that this question is predicated upon a misapprehension of my views on the subject to which it refers, as expressed in the answer to which it relates.

Answer to question 6. It would be difficult to make the distinction here required, as the proprietors generally co-operated with their agents in all efforts to promote the prosperity of the town.

Answer to question 7. I have no means of knowing the amount expended by them, or either of them, for the object designated in this question.

Answer to question 8. As far as I have any knowledge of the manner in which the agents of the company were paid, it was out of the proceeds of the sales of lots.

Answer to question 9. I have no means of knowing what portion of time Williams and Oliver have devoted to building up a town at this point. I only know, generally, that they have been very efficient in securing important advantages to the place, and that their success has been quite equal to our most sanguine expectations. Much of the business has, it is true, been done by their agents, who have been, or expect to be, paid from the proceeds of sales of lots, and most of the improvements have, I believe, been made out of the same proceeds.

ANDREW PALMER.

Sworn to and subscribed before me, at Toledo, this 28th day of April, 1841.

A. F. PERRY,
*Special Master Commissioner.*

*M. T. Williams' deposition and accounts.*

U. S. CIRCUIT COURT, *District of Ohio, ss:*

ROBERT PIATT
vs.
WILLIAM OLIVER, M. T. WILLIAMS, et al. } In chancery.

Deposition of Micajah T. Williams, taken before the special master commissioner appointed under a decree of this court at its last December term, A. D. 1840.

Personally appeared Micajah T. Williams, and being duly sworn, testifies and says:

Question 1, by commissioner. Have you made any sales of lots, or tracts 1 and 2, since the partition among the proprietors, and if so, how many, what lots, and for what consideration?

Question 2, by same. Since said partition, have any of the lots apportioned to you, or any of the tracts in this controversy, the title to which remained in you, or in yourself and Oliver, or improvements on any of them, been productive of rents or other profit; and if so, how much money have you received, and when, and how much is now due and outstanding?

Question 3, by same. Explain briefly the nature and object of the transactions to which your charges relate in your account for moneys paid for clearing and surveying Oliver's addition.

Question 4, by same. Explain the nature and extent of your services, for which you have charged; the amount of time employed; for what particular purposes, and otherwise, as particularly as you can, the grounds of your charges for personal services in relation to the property in controversy.

Answer to interrogatory 1. I have made no sales of lots in tracts 1 and 2 since the partition, to which the question refers.

Answer 2. None of the lots or tracts, so far as my interest extends, have been productive of rents, or other profit, except the lots south of Water street, leased to Garret D. Palmer, on which the warehouse of A. Palmer & Co. stands. On these I received, on or about the 25th day of November last, three hundred dollars, one years' ground rent, due in August previous; and on or about the 4th day of February last, one hundred and fifty dollars, six months' rent, due 1st February. I have not the lease before me, but the particulars of it may be seen by referring to the records. I am not able to state the particulars of any rents Major Oliver may have received.

Answer 3. To put the ground, on which Oliver's addition was laid out, in a suitable state for sub-division and sale of lots, it was necessary that it should be cleared off; it was covered with timber, and a heavy undergrowth, so much so that it was not without difficulty a footman could get through it. In the winter previous to the laying off this addition, I requested Mr. Palmer to employ some

person to clear off the ground, removing every thing but the large straight trees. He did so, and the charge to which the interrogatory refers, is for the amount paid him for this service. The amount charged for surveying is the sum paid the surveyor for the service of laying off the ground in streets and lots, and for making a plat of the same.

Answer to interrogatory 4. Deponent cannot define, by reference to *the time* employed, the nature and extent of the services for which he has charged, under the imputed agency, otherwise than by saying the time employed was the whole time charged for in the account, which he does under the following explanation: The services rendered by deponent were of a general nature, supervisory in their character, such as an individual would render, having a deep interest at stake, in the enhancement of the value of his property, and feeling that in such enhancement depended, in a measure, the future prospects of his family. From the fact of there being several points on the river competing for the prize of being the principal seat of commerce in the Miami bay, deponent, at an early period of his interest in the lands in question, very fully realized that much was at stake, in the question of the *plan* and *location* of the Wabash and Erie canal, that might be finally adopted; and that ceaseless vigilance and personal exertions would be required, to insure the proper arrangements of this work, to protect and sustain the interests at the mouth of Swan creek, then Port Lawrence. He was, at the time referred to, a member of the board of canal commissioners, and had been for about ten years previous to that time; he had previously been in the immediate charge of the surveys and estimates for a canal, made by the State, in this valley, in 1824, and was well acquainted with most of the leading questions that would come up in the final adjustment of the plans of the work, and had very definite opinions as to the plans most proper to be adopted, in reference to the public interest. Being deeply interested in the questions then, as was supposed soon to be settled by the board of commissioners, he deemed it proper that he should retire from it, which he did by resigning his seat at that board, in the winter of 1832–'3. By this course, deponent felt that he placed himself on the right ground, in reference to his own reputation and position; besides it left him at full liberty to urge and protect, as far as he could properly do, the interests of Port Lawrence. The grant of lands made (in 1828, it is believed) to the State of Indiana, for the construction of the Wabash and Erie canal, though liberal in its character, placed the subject in an awkward position. A large portion of the canal, to be built, lay within the limits of Ohio, while the lands for its construction were held by Indiana. The difficulties resulting from this state of things were soon realized, but were overcome only, after much tedious negotiation and delay. The State of Ohio was then still engaged in the construction of the canals authorized by the act of the 4th Februa-

ry, 1825, and had not, to any considerable extent, tested the result of what she had already undertaken. The people were then timid on the subject of a further increase of the State debt, beyond that authorized by the act of 1825, having had little or no test of the productiveness of her canals; that portion of the State immediately interested in the construction of this canal, in connexion with Indiana, was very sparsely populated, and had not a single representative in the Legislature who felt any direct interest in it. Under these circumstances, the Legislature of Ohio, though intending ultimately to accept the lands from Indiana, as proposed by that State, and construct the Ohio division of the canal, manifested much indifference to the subject. Deponent feeling the importance to Port Lawrence, of having this work undertaken by the State, and speedily commenced, devoted, most zealously, his utmost exertions, for one or more years, in efforts to convince the public mind, and the members of the Legislature, of the policy and propriety of acceding to the wishes of Indiana, by authorizing the construction of the work, issuing a special stock for the work, and selling the lands, after they had become enhanced in value by the effects of the improvement, and the increase of population, which its commencement would draw to that valley. He spent most of his time, during the sessions of the Legislature, at Columbus, in free intercourse with the members; and being supposed by some to be well acquainted with the subject, and with the interests of the State, in connexion with it, it is not to be supposed that his exertions were entirely without influence

By way of keeping the subject alive, and before the Legislature and the public, during this period of indifference on the part of the Legislature, he proposed a bill, to incorporate the "Maumee and Wabash Canal Company," which he procured to be reported to one [of] the branches of the Legislature. This bill provided for the construction of the canal by a company, with the usual and necessary powers; and also provided, that the State of Indiana might, by subscription to the stock, under its provisions, take hold of the charter with individuals, and thus construct the work. This bill, if deponent recollects aright, was brought before the Legislature, and urged, at his instance, at two different sessions.

Soon after the Legislature had authorized the construction of this canal, which, if deponent's recollection is correct, was in 1833–'4, an effort, and a very efficient one, was made to secure its location and construction on the right bank of the river, from Defiance down to Perrysburgh. The only press then published in the Maumee valley, the "Miami of the Lake," a very ably conducted paper, gave its whole influence to convince the public mind, and to influence the State authorities, in favor of this location.

After the decision locating the canal on the left bank of the river, another question of location, of deep interest to Port Lawrence, came up, which was not settled finally until October, 1836. The

interests of Maumee city, in a very especial manner, urged the termination of the canal at the foot of the rapids, by locking down to that point, commencing the descent at the head of the rapids, instead of the plan on which the work is now constructing, which maintains the level of the head of the rapids to, and through, Maumee city, and locked down to the lake level, at the mouth of Swan creek, on tracts 3 and 4, giving a very important hydraulic power, through a fall of 49 feet, on these tracts.

Deponent devoted his attention and exertions to the proper adjustment of these vitally important questions, from the time the canal was authorized by law; he felt that the proprietors looked to him mainly for the requisite attention to their adjustment, as far as could be, in the way best calculated to secure the interests of Toledo, and he gave to these subjects his most undivided exertions, to the time of their final adjustment, in the fall of 1836.

The questions were, in his estimation, of the most vital importance to Toledo, for if the canal had been terminated at the foot of the rapids, on either side of the river, he believed, and still does believe, that tracts 1, 2, 3 and 4, would, as a consequence, suffer a reduction of, perhaps, one-half of their value, referring to the location of the canal, as now nearly constructed. The termination of the canal, at the foot of the rapids, would have forced the commercial business to centre at that point. The canal boats stopping there, the lake vessels must, as a consequence, be forced up to same point; the locks terminating there, the hydraulic power, and, of course, the manufacturing capital and population would be there; and on the line of canal above Toledo, would have afforded most excellent *winter quarters* for the shipping employed in the commerce of the city at the mouth of the canal, but could derive *but little other* advantages from the canal. As the deponent had been in the immediate charge of the survey and estimates of the canal, from Cincinnati to Maumee bay, made in 1824, he was necessarily well acquainted with the country, and with the facts on which the different questions, in the final location, must depend. He had carefully explored the Maumee river from Defiance to the foot of the rapids, on both sides, and in its channel, and had taken soundings of the channel, thence out to the island off the north cape of the bay, on which the light-house is situated, and he believes that, under these circumstances, his efforts, made, as they were, with unyielding perseverance through a number of years, must have been, to some extent, influential and useful in sustaining these important interests at Toledo.

Deponent's attention has also, in furtherance of the same interests, been directed to the projected railway from Toledo, west, to Michigan city, and thence to the line of Illinois, in the direction to Lockport, on the Michigan and Illinois canal.

The accompanying pamphlet, marked A, shows the present organization of this company, the two charters authorizing the con-

struction of the road, and the reports of the engineers, of location, plan, costs, &c. And the map, marked B, shows the route of the road, its connection with important natural and artificial navigation at Michigan city, and Lockport, Illinois, &c.

The present organization of this company, under the influential auspices of Mr. Whittlesey, and the preparation and publication of the map, exhibiting the outlines of the road, and of the districts of country and navigation brought within its influence, deponent claims as results of his views and efforts. And with the view to raising the means for constructing this road, he opened a correspondence with London, early in 1839, which has been continued since. He has placed this road, with all the facts and exhibits which belong to it, in the hands of an influential agent in London, and, at his instance, a full outline of this road, with the material facts connected with it, derived from the reports of the engineers, and such general views in its favor, as were deemed pertinent, have been submitted to a committee of the British Parliament, charged by the Government with an examination and report upon the railways of countries other than Great Britain. The object of these steps has been to procure funds for the construction of this road, and, under any ordinary state of things, in regard to money matters and public confidence, deponent believes the measures he has taken, would have resulted in obtaining the means to construct the road. And he is still in the expectation that these measures will result in procuring the funds, either in London or Boston, as soon as a revival of confidence in such matters is brought about. He is a large subscriber to the stock of this company, and has carefully and advisedly taken all the measures in his power, which seemed likely to secure the earliest possible commencement of this work, which work he deems the only remaining one required to establish the entire ascendancy of Toledo over all its rivals.

Deponent has not pretended to devote himself to the details of making sales of lots, and superintending expenditures on the plat of the town. These have been attended to by resident agents, selected for the purpose; but he has, in conjunction with Oliver, at all times, felt himself responsible in the charge of the general and most vitally important interests of the town; and has endeavored, under the promptings of interest and duty to himself, and of duty to others, to watch, advance, and protect the interest and growth of the place in all things, at the cost of much expense for travel, &c., and of much care, anxiety, and labor. If it be proved that deponent has been laboring under an error, as to his rights, and that he has been, for the past twelve years, thus laboring for the benefit of others, he claims, and confidently relies, that the court will decree an allowance of his account for these services as charged.

M. T. WILLIAMS.

Sworn to and subscribed before me, at Toledo, this 28th day of April, 1841. A. F. PERRY, *Special M. Commissioner.*

*Port Lawrence Company to M. T. Williams,* DR.
(Under imputed agency.)

| | | |
|---|---|---|
| 1836. Nov. 1. | For this sum paid to the Treas'r of the Hotel Company, (so called,) Toledo, being amount of requisition on him and Oliver, for expenditures, preparatory to erecting said building - - - - | $3,499 40 |
| | Interest on do. to Dec. 16, 1840 - - | 848 32 |
| | E. E. | $4,347 32 |

TOLEDO, *April* 28, 1841. M. T. WILLIAMS.

*Port Lawrence Company to M. T. Williams,* DR.

| | | | |
|---|---|---|---|
| 1831. May 16. | For amount paid W. Oliver, purchase money for ⅓ tracts 1, 2, 86 and 87 - - - - - | $1,555 | |
| | Interest on same to Dec. 16, 1840, 9½ yrs. - - | 886 35 | |
| | | | $2,441 35 |
| | For my personal services and expenses, under imputed agency, in starting and promoting the enterprise of building a city on the site of old Port Lawrence; from May 16, 1831, to Dec. 16, 1840, 9½ yrs. at $2,500 - - - | $23,750 | |
| | Interest on same, 8½ yrs. from May 16, 1832, | $1,275 | |
| | " 7½ " " 1833, | 1,125 | |
| | " 6½ " " 1834, | 975 | |
| | " 5½ " " 1835, | 825 | |
| | " 4½ " " 1836, | 675 | |
| | " 3½ " " 1837, | 525 | |
| | " 2½ " " 1838, | 375 | |
| | " 1½ " " 1839, | 225 | |
| | " 6 mo. " 1840, | 75 | |
| | | 6,075 | 29,825 |
| | | | $32,266 35 |

*Port Lawrence Company to M. T. Williams,* DR.
(On account tracts 3, 4, and 3 qr.-sections.)

| | | |
|---|---|---|
| 1837. May 4. | For amt. paid A. Palmer, for clearing off timber, &c., front of tracts 3 and 4, preparatory to subdivision into town lots, (Oliver's addition to Toledo) - - | $655 42 |
| | Interest on same to Dec. 16, 1840 - - | 141 89 |
| " " | Amt. paid Algernon Merriweather for surveying Oliver's addition - - | 88 50 |
| | Interest on same to Dec. 16, 1840 - | 19 20 |
| 1839. | Amt. paid for recording plat of Oliver's addition - - - - - | 5 00 |
| | | $910 01 |

Williams was interested, equally with Oliver, in the purchase made by him, 28th Oct. 1833, of Baum's administrators of ⅓ of tracts 1, 2, 86 and 87. He also purchased of Oliver, on ———, the half of 10 acres, reserved in N. E. corner of tract 3. And also on ———, ⅓ of the surrender of tracts 3 and 4, and the three quarter-sections. The payments were arranged in account with Oliver, and are referred to in his statement of account of sales, and the purchases are referred to here, as items in the history of the case. Accounts of taxes paid, and expenditures for improvements, can only be rendered from books and vouchers that are at Toledo, and will be rendered there.

*February* 12, 1841.

*Pamphlet A.*

Copy of pamphlet A, referred to in the foregoing deposition.

Copy of the acts incorporating the Sandusky, Toledo, and Michigan city Railroad Company, with the report of the survey of the road, by John Hopkins, esq.; also the report of the survey of the Buffalo and Mississippi railroad through the State of Indiana, by James Seymour, esq.; to which is added the circular of the directors and the company's charter. Toledo, printed by A. W. Fairbanks, 1839.

AN ACT to incorporate the Toledo and Sandusky city Railroad Company.

SEC. 1. *Be it enacted by the General Assembly of the State of Ohio,* That George McKay, Stephen B. Comstock, William P. Daniels, and Andrew Palmer, of Toledo, in the county of Lucas; Samuel M. Lockwood, of the county of Sandusky; John G. Camp, Oran Follett, and Isaac A. Mills, of Sandusky city, in the county of Huron; together with those who may hereafter become stockholders, in the manner hereinafter prescribed, their successors and assigns, be, and they are hereby, created a body corporate, by the name and style of the "Toledo and Sandusky Railroad Company;" and by that name and style shall be, and hereby are, made capable in law to have, purchase, receive, possess, and enjoy real and personal estate, and retain to them, their successors, and assigns, all such lands, tenements, and hereditaments, as shall be requisite for their accommodation and convenience in the transaction of their business, and such as may be in good faith conveyed to them by way of security, or in satisfaction of debts, or by donation and purchase, and the same to sell, grant, rent, or otherwise dispose of; to sue and be sued, plead and be impleaded, answer and be answered unto, defend and be defended, in courts of record, and elsewhere; and also to make, have, and use a common seal, and the same to alter, break, renew, or change at pleasure.

SEC. 2. That the said corporation shall be, and are hereby, vested with the right and authority to construct a single or double railroad from Sandusky city to Toledo, by such route as, after due exam-

ination and survey, shall be found most eligible, with the privilege of extending said route to some point on the west line of the State of Ohio, and shall pass within five miles of the town of Maumee, if practicable, and also of constructing branches on such routes or lines as may hereafter be deemed most eligible and proper, to the towns of Lower Sandusky and Port Clinton, in the county of Sandusky, and to the town of Maumee, in the county of Lucas; to transport, take, and carry persons and property upon the same, by the power and force of steam, of animals, or any other mechanical or other power, or combination of them, which said corporation may choose to employ.

Sec. 3. That the capital stock of said company shall be five hundred thousand dollars, and shall be divided into shares of fifty dollars each; and the shares of the capital stock of said company shall be deemed personal property, transferable by assignment, agreeably to the by-laws of said company.

Sec. 4. That the above named persons, or a majority of them who may consent to act as such, shall be commissioners, who may authorize any three of their number to open books for receiving subscriptions to the capital stock of said corporation, within twelve months after the passing of this act, in the counties through which said road passes, and at such other place or places as they may deem expedient; not less than ten days' notice shall be previously given by them, in one or more newspapers printed in the place where the books are to be opened, of the time and place of opening said books; and as soon as the stock shall be subscribed, or fifty thousand dollars thereof, they may give a like notice for a meeting of the stockholders to choose directors, at the time and place appointed; and five directors shall be chosen by ballot, who shall be citizens of the State of Ohio, by such of the stockholders as shall attend for that purpose, either in person or by lawful proxies; each share of the capital stock shall entitle the owner to a vote. The persons named in the first section of this act, or any three appointed by a majority of them, shall be inspectors of such election, and shall certify, under their hands, what persons are elected directors, and appoint the time and place of the first meeting of the directors. Five directors, or a majority of them, shall form a board, and be competent to transact all the business of the corporation. A new election of the directors shall be held annually, at such time and place as the stockholders at their first meeting shall appoint; but if no election shall be made on the day appointed, such election shall be held at any other time appointed by the by-laws of the corporation; and the directors chosen at any election shall, as soon thereafter as may be convenient, choose out of their number, or otherwise, as they may elect, one person to be president, and another to be treasurer of said corporation; and if any vacancy shall occur in said board by death, resignation, or otherwise, such vacancy shall be filled by the remaining directors, or a majority of them.

Sec. 5. That upon every subscription there shall be paid, at the time of subscribing, to the person authorized to open said books, the sum of five dollars on each share subscribed, and the residue thereof shall be paid in such instalments, and at such times, as may be required by the president and directors of said company, or the treasurer: *Provided*, No payment other than the first shall be demanded until at least thirty days' public notice of such demand shall have been given by the said president and directors, in a newspaper printed in the towns of Toledo and Sandusky; and if any stockholder shall fail or neglect to pay any instalment, or part of said subscription thus demanded, for the space of thirty days next after the time the same shall be due and payable, the said president and directors, upon giving twenty days' notice thereof, in manner aforesaid, may, and they are hereby authorized to, sell at public auction so many of the shares of such delinquent stockholder or stockholders as shall be necessary to pay such instalment, and the expenses of advertising and sale, and transfer the shares so sold to the purchaser; and the residue of the money arising from such sale, after paying such instalment and expense, shall be paid to such delinquent stockholder on demand.

Sec. 6. That the said corporation be, and they are hereby, authorized to cause such examinations and surveys to be made on the ground lying between the aforementioned points, as shall be necessary to determine the most eligible route whereon to construct said railroad; and it shall also be lawful for said corporation, by its members or lawful agents, to enter upon and take possession of all such lands and real estate as may be necessary for the construction and repairs of the said railroad and the requisite erections; and the president and directors of said company may agree with said owner or owners of any land, earth, timber, gravel, stone, or other materials, or any articles whatever which may be wanted in the construction or repair of said road, or any of its works, for the purchase or occupation of the same; and in case of disagreement with the owner as to the price of any land required for said railroad, or as to the price of such materials, not previously appropriated by the owner to any particular use, found on any unimproved land adjoining or near said road, or if the owners are under disability in law to contract, or out of the county, application may be made to any justice of the peace of the proper county, who shall thereupon issue his warrant, under his hand seal, to the sheriff of the proper county, requiring him to summon a jury of six disinterested freeholders of such county, to appear at or near the land, or materials, or property to be valued, on a day named in said warrant, not less than five nor more than ten days after the issuing of the same; and if any of the persons summoned do not attend, the said sheriff shall immediately summon as many as may be necessary to furnish a pannel of six jurors, who shall act as a jury of inquest of damages, having an oath or affirmation first administered to each by said sheriff, justly

and impartially to value the damages which the owner or owners will sustain by the use or occupation of the land, materials, or property required by said company; and the jury estimating the damages, if for the ground occupied by said railroad, shall take into the estimate the benefit resulting to said owner or owners by reason of said road passing through or upon the lands of such owner or owners, towards the extinguishment of such claim for damages; and the said jury shall reduce their inquisition to writing, and shall sign and seal the same. And such valuation, when paid or tendered to the owner or owners of said property, his, her, or their legal representatives, shall entitle said company to the land, estate, and interest in the same thus valued, as fully as if it had been conveyed by the owner or owners of the same, for such term of time as said company shall occupy the same as a railroad; and the inquest of the jury, after confirmation, and after payment or tender of the valuation, shall be a bar to all actions for taking or using such property; and that such sheriff and jurors shall be entitled to receive from the said company the same fees as are allowed for like services in cases of fixing the valuation on real estate previous to sale under execution: *Provided*, That either party may, within ten days, appeal from the decision of said jury of inquest, to the court of common pleas of the proper county in which such lands are situated, and the said court shall proceed thereon as in cases of appeals for damages in laying out State roads.

Sec. 7. That the said corporation shall have power to determine the width and dimensions of the said railroad, or any part thereof, not exceeding one hundred feet in width, and whether it shall be a double or single track; to regulate the form and manner of its construction, and the time and manner in which passengers and property shall be transported thereon, and the manner of collecting tolls for such transportation, and to erect and maintain buildings for the accommodation of the business of the corporation, as they may deem advisable for their interests.

Sec. 8. That the said corporation may construct their railroad across or upon any road or highway, or across any river, stream, or water-course, if the same shall be necessary; but in such case it shall be the duty of said corporation so to construct said railroad, as conveniently to admit of the passage or transportation of persons or property upon any such road, highway, river, stream, or water-course; and when it shall be necessary to pass through the lands of any individual, it shall be their duty to provide such individual proper wagon ways across said railroad, from one part of his land to another: *provided*, said railroad shall not be so constructed as in any manner to obstruct, impede, or delay the navigation of the Sandusky, Maumee, or Portage rivers.

Sec. 9. That the said corporation shall have power to purchase, with the funds of the company, and place on the railroad constructed by them under this act, all machines, wagons, vehicles, or car-

riages of any description whatsoever, which they may deem necessary or proper for the purposes of transportation on said road; and may demand and receive, from all persons using or travelling upon said railroad, the following rate of toll, per mile, to wit: for every ton weight of goods, or freight of any description, eight cents for every mile the same shall pass upon said railroad, and a ratable proportion for any greater or less quantity; for every pleasure carriage used for the conveyance of passengers, four cents per mile, in addition to the toll by weight upon the load. And it shall be lawful for any other company, person or persons, paying the tolls aforesaid, with suitable and proper cars, to transport upon said [road] persons or property of any description whatsoever, subject to the by-laws of the company as to the construction and speed of said cars; and the said road, with all the works, improvements, profits, and machinery for transportation, are hereby vested in said company incorporated by this act, and their successors, for ever.

Sec. 10. That at the regular annual meeting of the stockholders of said company, it shall be the duty of the president and directors in office for the previous year to exhibit a clear and distinct statement of the affairs of the company; and the president and directors shall, annually or semi-annually, declare and make such dividend as they may deem proper of the net profits arising from the resources of said company, deducting the necessary current and probable contingent expenses; and they shall divide the sum among the stockholders of said company, in proportion to their respective shares.

Sec. 11. That the president and directors, or a majority of them, may appoint all such officers, engineers, agents, or servants whatsoever, as they may deem necessary for the transaction of the business of the company, and may remove any of them at pleasure. That they, or a majority of them, shall have power to determine by contract the compensation of all the engineers, officers, agents, or servants in the employ of said company; and they, or a majority of them, shall have power to pass all by-laws which they may deem necessary or proper for exercising all the powers vested in the company hereby incorporated, and for carrying the objects of this act into effect.

Sec. 12. That [if] it shall be necessary for the said railroad company, in the selection of the route or construction of the road by them to be laid out and constructed, or any part of it, to connect the same with, or to use any road, street, or bridge, made or erected by any company or persons incorporated or authorized by any law of this State, it shall be lawful for the said president and directors, and they are hereby authorized to contract and agree with any other corporation or persons, for the right to use such road, street, or bridge, or for the transfer of any of the corporate or other rights or privileges of such corporation or persons, to the said company hereby incorporated; and every such other corporation and persons

incorporated by, or acting under, the laws of this State, are hereby authorized to make such an agreement, contract, or transfer, by and through the agency of the persons authorized by their acts of incorporation, to exercise the corporate powers, or by such persons as by any law of this State are entrusted with the direction and management of such road, street, or bridge, or any of the rights and privileges aforesaid; and every contract, agreement, or transfer made in pursuance of the power and authority hereby granted, when executed by the several parties, under their respective and corporate seals, or otherwise legally authenticated, shall vest in the company hereby incorporated all such roads, parts of roads, streets, rights and privileges, and the right to use and enjoy the same as fully, to all intents and purposes, as they now are or might be used and exercised by the said corporations or persons in whom they are now vested.

Sec. 13. That if, at any time after said railroad and improvements may be located, any unforeseen obstacles, impediments, or inconveniences occur on the route located or its branches, the said corporation shall have power to deviate from the course marked out, so far, and in such manner, as the said directors may deem best calculated to surmount, overcome, or avoid said obstacles, impediments, or inconveniences; said corporation satisfying the damages that may be occasioned thereby, to be assessed in the manner provided by the sixth section of this act; and the said corporation shall from time to time make such alterations in the course of said railroad and improvements, as they may deem necessary or convenient, satisfying all damages in manner aforesaid.

Sec. 14. That if any person or persons shall wilfully, by any means whatever, injure, impair, or destroy any part of the railroad constructed by said company, under this act, or any of the works, buildings, or machinery of said company, such person or persons so offending, shall each of them, for every such offence, forfeit and pay to the said company a sum not exceeding three-fold the damages, which may be recovered in the name of said company by an action of debt in the court of common pleas of the county wherein the offence shall be committed, and shall also be subject to an indictment in the said court; and upon conviction of such offence, shall be punished by fine not exceeding one hundred dollars, and imprisonment in the jail of such county not more than thirty days.

Sec. 15. That this act shall be favorably construed to effect the purposes thereby intended, and copies thereof, printed by the authority of the State, shall be received as evidence thereof.

Sec. 16. That if the corporation hereby created shall not, within two years from the passage of this act, commence, and within five years put in operation the main branch of said road from Toledo to Sandusky city, then this act shall be null and void; and if they shall not within ten years construct and put in operation that part lying west of Toledo to the west line of the State, then this act

shall be null and void, so far as relates to the extension from the said Toledo to the west line of the State.

Sec. 17. That full right and privilege is hereby reserved to the State, or the citizens thereof, or any company hereafter to be incorporated under the authority of this State, to connect with, or cross the road hereby provided for, any other railroad leading from the main route to any part or parts of this State: *Provided*, That in forming such connection or crossing, no injury shall be done to the works of the company hereby incorporated; and the State reserves the right to construct any canal or railroad on the west side of the Maumee river without interruption or charges by said company.

Sec. 18. If the legislature of this State shall, after the expiration of thirty-five years from the passage of this act, make provision by law for the repayment to said company of all moneys expended in the construction of said road, and for all moneys expended for necessary permanent fixtures at the time of purchase, with an advance of fifteen per cent. thereon, the said road and fixtures shall vest in and become the property of the State of Ohio.

Sec. 19. Whenever the dividends of said company shall exceed the rate of six per cent. per annum, the legislature of this State may impose such reasonable taxes on the amount of such dividends as may be received from other railroad companies.

WILLIAM MEDILL,
*Speaker pro tem. of the House of Representatives.*
ELIJAH VANCE,
*March* 4, 1836. *Speaker of the Senate.*

An act to amend an act entitled "An act to incorporate the Toledo and Sandusky Railroad Company."

Sec. 1. *Be it enacted by the General Assembly of the State of Ohio*, That, from and after the passage of this act, the Toledo and Sandusky Railroad Company shall be known and designated by the name and style of the "Sandusky, Toledo, and Michigan City Railroad Company:" *Provided*, That nothing herein contained shall be so construed as to affect any right or privilege heretofore granted or anywise appertaining to said company.

Sec. 2. That the capital stock of said company be, and the same is hereby, increased to the sum of seven hundred and fifty thousand dollars, to be divided into shares of fifty dollars each, which said shares shall be deemed personal property, and transferable in the same manner as the original shares of said capital stock are or may be transfered.

Sec. 3. That if the said company shall not, within two years from the passage of this act, commence, and within six years complete and put into operation *one* one-half of the said road, then this act shall be null and void; and if they shall not within ten years complete and put into operation the whole of said road, then this act shall be null and void, so far as relates to the construction of

that part of said road which shall not have been put into operation previous to the expiration of the said ten years; and that the sixteenth section of the act, to which this is an amendment, be and the same is hereby repealed: *Provided, however*, That nothing herein contained shall prevent the said company from uniting with any other railroad, and running cars thereon under such regulations and restrictions as are contained in the act or acts incorporating such other railroad company or companies, and that said company shall not be required to construct a railroad over an extent of ground occupied by such other railroad, with which said company can conveniently unite.

SEC. 4. That the said company be, and they are hereby, authorized to commence and complete any part of said road at any point between the city of Sandusky and the western line of the State, which the interests of said company may require in their opinion to be first commenced and completed.

C. ANTHONY,
*Speaker of the House of Representatives.*
GEORGE J. SMITH,
*Speaker of the Senate.*

*March* 16, 1838.

*Report by John Hopkins to the Toledo and Sandusky Railroad Company, January* 1, 1838.

To the President and Directors of the Toledo and Sandusky Railroad Company.

GENTLEMEN: Having completed my examinations for your contemplated railroad from Toledo to the east line of the State of Indiana, I now have the honor of presenting you the following report: The line commences at a point in the Erie and Kalamazoo railroad in the east line of St. Clair street, 240 feet north of the north line of Lafayette street, in the city of Toledo, and bears S. 64 degrees W. 3 chains; thence S. 69 degrees W. 3 chains; thence S. 73 degrees W. 3 chains; thence S. 76 degrees W. 3 chains; thence S. 78½ degrees W. 3 chains; thence S. 80 degrees W. 14 miles to the Fulton line (so called). It then traverses said line S. 87½ degrees W. (by compass) 39¾ miles. It then bears N. 86 degrees W. 8¼ miles. From thence its general direction is very nearly the same, but from the more rolling surface of the country is divided into a succession of gentle curves, with connecting straight lines, for 4 miles and 10 chains, to a point in the Indiana State line about 1¾ miles north of the before mentioned Fulton line; the total distance being 66 miles and twenty-five chains. I did not terminate my line at the same point with that of the road recently located from Michigan city to the Indiana line, but ascertained satisfactorily that there will be no difficulty in forming a junction with that road. The heaviest curvature upon the line will exceed 3,000

feet radius. In fact very little is necessary, and for the amount of straight line compared to the curvature, this line is not equalled by any railroad in the United States, so far as my information extends. For a more particular view of the line, I refer you to the accompanying map upon which you will find it delineated with red ink. From the profile, and the accompanying table of grades, you will perceive that the grades are very variable, but are generally light, not exceeding the ratio of 32 feet per mile, except in three cases, two of which I concluded to change from 40 to 32 feet per mile, and made my estimates accordingly. The other, which occurs between the starting point in Toledo, and the crossing of the Wabash and Erie Canal, cannot be materially altered on account of the elevation necessary to carry the road over the canal. Fortunately the portion of the road upon which this grade occurs is mostly straight, and here I would remark that one of my reasons for diverging immediately from the line of the Erie and Kalamazoo railroad, and encountering a heavy embankment, was to avoid the difficulty of overcoming a heavy grade and curvature at the same time and place. The following is the estimated cost of completing the road upon the line now presented:

| | | |
|---|---|---|
| *First division, of* 15 *miles.* | | |
| 13,500 cubic yards excavation, at 15 cents - - - - | $2,025 00 | |
| 22,400 cubic yards excavation, at 20 cents - - - - | 4,480 00 | |
| 32,000 cubic yards embankment, at 15 cents - - - - | 4,800 00 | |
| 39,000 cubic yards embankment, at 25 cents - - - - | 9,750 00 | |
| Canal and other bridges - - | 7,000 00 | |
| Piling in marshes - - - | 2,500 00 | |
| Superstructure, grubbing and clearing | 28,500 00 | |
| Contingencies and engineering, 10 per cent. - - - - | 5,905 50 | |
| Or $4,330 70 per mile. | | $64,960 50 |
| *Second division, of* 15 *miles.* | | |
| 40,500 cubic yards excavation, at 14 cents - - - - | 5,670 00 | |
| 54,600 cubic yards embankment, at 15 cents - - - - | 8,190 00 | |
| Bridges and sluices - - - | 2,500 00 | |
| Superstructure, grubbing and clearing | 30,000 00 | |
| Contingencies and engineering, 10 per cent. - - - - | 4,636 00 | |
| Or $3,399 33 per mile. | | 50,996 00 |

| | | |
|---|---|---|
| *Third division, of 15 miles.* | | |
| 53,100 cub. yds. excavation, at 14 cts. | $7,434 00 | |
| 12,400 " " " 25 " | 3,100 00 | |
| 51,600 " embankm't, 14 " | 7,224 00 | |
| 25,000 " " " 25 " | 6,250 00 | |
| Bridges and sluices - - - | 7,500 00 | |
| Superstructure, grubbing and clearing | 30,000 00 | |
| Contingencies and engineering, 10 per cent. - - - - | 6,150 80 | |
| Or $4,510 58 per mile. | | $67,658 80 |
| *Fourth division, of* $21\frac{25}{80}$ *miles.* | | |
| 91,100 cub. yds. excavation, at 15 cts. | 13,665 00 | |
| 21,000 " " " 25 " | 5,250 00 | |
| 94,300 " embankm't, 15 " | 14,145 00 | |
| 18,200 " " " 25 " | 4,550 00 | |
| Bridges and sluices - - - | 15,000 00 | |
| Superstructure, grubbing, and clearing | 40,493 75 | |
| Contingencies and engineering, 10 per cent. - - - - | 9,310 37 | |
| Or $4,805 35 per mile. | | 102,414 12 |
| *Totals.* | | |
| 254,000 cubic yards excavation - | 41,624 00 | |
| 314,700 " " embankment - | 54,909 00 | |
| Bridges, sluices, and piling - | 34,500 00 | |
| Superstructure - - - | 128,993 75 | |
| Contingencies, &c., 10 per cent. - | 26,002 67 | |
| Or $4,313 35 per mile. | | 286,029 42 |
| *Add—* | | |
| 1,742 tons of iron, at $90 - - | 156,780 00 | |
| Spikes and plates - - - | 15,400 00 | |
| | | 172,180 00 |
| 3 locomotives, at $7,500 - - | 22,500 00 | |
| 5 passenger cars, at $1,000 - - | 5,000 00 | |
| 15 freight cars, at $500 - - | 7,500 00 | |
| Lands, buildings, shops, &c. - | 10,000 00 | |
| | | 45,000 00 |
| Total - | - - | $503,209 42 |
| Or $7,588 45 per mile. | | |

It is readily admitted that a reasonably good road might be constructed, on or near the present route, for a less sum than the foregoing; but I am pleased to believe that the experience of the past has sufficiently convinced the public of the expediency and economy of constructing railroads in the most substantial manner that the nature of the materials admits of.

And having experienced the serious inconvenience resulting from inadequate estimates, I have aimed to exhibit one which shall be sufficient to complete the road in a substantial manner. The following plans are proposed for the superstructure of the road, and it may, and perhaps will, be found expedient to adopt both alternately, as one or the other shall appear best adapted to particular portions of the line: After the grubbing and clearing shall have been done, and the necessary excavations and embankments completed, timbers 18 or twenty feet, and from 15 to 18 inches diameter, flatted to 10 inches, should be firmly bedded under each line of rails; and upon these, cross-ties 8 feet long, laid 3 feet apart, from centre to centre. They should be either of round or split timber, of sufficient dimensions to square 6 inches, and flatted on the under side, so as to rest firmly on the foundation timbers, and be notched to receive the rails and spikes, with 6 inch *bolts* spiked to the foundation timbers. The rails should be from 15 to 24 feet in length, 5 by 8 inches square, secured in the notches of the cross-ties by good wedges, sawed to a pattern by a circular saw; and when the rails are dressed to even surfaces, iron, in bars of 15 and 16 feet length, and $\frac{5}{8}$ by $2\frac{1}{2}$ inches square, should be firmly spiked to the rails with spikes prepared for the purpose.

The second method consists of large cross-ties placed on longitudinal timbers in soft ground; and on the embankments, and on the ground, in the excavations, at 7 feet apart, from centre to centre, notched on the upper sides to receive ten inch square longitudinal timbers, which timbers are to be keyed into the notches of the cross-ties, and brought to even surfaces to receive 3 by 4 ribbons; and the ribbons are to be spiked by boat spikes to the longitudinal timbers; upon which ribbons iron bars of the dimensions before named are to be firmly spiked.

There is very little difference in the cost of the two plans; the first would, perhaps, in most cases be found rather most expensive; but on account of its being most easily cleared of water, snow, and ice, should generally take the preference.

After the completion of the superstructure, the track should be filled to within 6 or 8 inches of the tops of the rails or ribbons, to give greater firmness to the road, and also to prevent the rapid decomposition of the foundation timbers. The earth to be taken from the sides of the track in such manner as will best serve the purposes of ditches for draining the road. The timber used in the superstructure and bridges to be good sound white oak. It will be seen that I have estimated for a single tract only.

The route traverses a newly settled district of country, not yet able to furnish provisions for the workmen engaged in constructing the road; they therefore must be procured from a distance, and consequently will be high. After the single track is completed, and in successful and profitable operation, the second can be made at much less expense than at the present time, on account of the greater ability of the contiguous territory to furnish provisions, and the great facilities afforded by the first track for procuring provisions and materials from a distance. My estimate of distance and cost does not contemplate an extension of the road along the Maumee river, to the lower boundaries of the city; but I must be permitted to remark here, that the great advantages which must result to the public and the company (while river navigation is open) from such an extension of the road, should be sufficient inducement for incurring the small amount of expense necessary to the attainment of this object. This extension will increase the distance, say 67 miles, and increase the cost, say $5,000—making the total estimate $508,209 42, or $7,585 22. I learn that the road recently located from Michigan city to the Indiana State line is about 118 miles, making the whole distance from the city of Toledo to Michigan city 185 miles. The route generally traverses a new but interesting district of heavy timbered and prairie lands, unsurpassed for fertility by any equal portion of lands in the west—not hilly or broken, but sufficiently undulating to be eminently adapted to agricultural purposes, and is traversed by numerous streams of sufficient magnitude to afford hydraulic privileges equal to the prospective wants of a dense population. And the business of this fine district of country this road will do without danger of rivalry; and by reference to a map of the United States, or of the western States, it will be perceived that this is the most direct, and of course the shortest possible route from the head of Lake Michigan to that of Lake Erie, and must therefore generally be preferred over every other route in summer, by that portion of the travelling public destined from eastward of the head of Lake Erie to northern Illinois, southern Wisconsin, and the district of country north of the Missouri and west of the Mississippi rivers; and from its terminating points at the heads of the two lakes before mentioned, being in direct communication with the winter routes along their shores, must command all the winter business west of a line drawn north and south through Lake Michigan, and north of a line drawn east and west through the centre of the State of Illinois. And when we take into consideration the great extent and fertility of this region of country, and the ease and cheapness with which it can be traversed by lines of railroads and canals radiating in various directions from the southern point of Lake Michigan, and that already a large amount of business now done upon that lake would, from the great extent and dangerous character of that navigation, take the direction of this road—we can have no hesitation in affirming,

that, for present value and prospective richness, there can be no public work to compare with this in the western States, if within the United States.

All which is respectfully submitted.

JOHN HOPKINS, *Civil Engineer.*

*January* 1, 1838.

*Report of James Seymour, esq.*

SOUTHPORT, W. T., *January* 24, 1838.

To the president and directors of the Buffalo and Mississippi railroad.

GENTLEMEN: I have just received, by the hand of Mr. Farnum, the documents prepared by himself and Mr. Hardenburgh, in relation to the cost of the construction of the Buffalo and Mississippi railroad, all of which are herewith submitted. I much regret that sickness (caused by fatigue in the discharge of my various official duties in the State of Illinois) prevented me from meeting you at the time that the necessary surveys, examinations, and estimates were in readiness for my inspection. The surveys and examinations were commenced at Michigan city, Indiana, (in conformity with your instructions,) about the 20th of March, 1837. After much examination, the line selected as the best was located and placed under contract, (between Michigan city and Laporte, a distance of nearly fourteen miles,) which is progressing as fast as circumstances will permit. The line was also located from Laporte to Elkhart, a distance of 42½ miles, soon after the letting of the above, during which time the necessary surveys and examinations were being made by one party between Elkhart and the line of the State on the east, and also by another party between Michigan city and the line of the State on the west—all of which have since been completed, with maps, profiles, estimates, tables of grades and of curves, together with reports from Messrs. Farnum and Hardenburgh, to whom much credit is due for the faithful performance of those arduous and responsible duties. I therefore take the liberty of referring you to their reports for a more minute description than I should otherwise be able to furnish. I have carefully examined, and we have compared opinions upon them, which enables me confidently to assert that the average prices are very liberal, and that the total amount is abundantly sufficient to meet every contingency. The estimate is made with reference to grading the road for a double track, and laying a single track of railway, with the flat iron bar (of 2 inches in width, by ⅝ of an inch in thickness) placed on the longitudinal rail. The total length of the line, from the eastern to the western boundary of the State, is 156.01 miles, and may be traversed by locomotive steam engines, propelling trains of loaded cars at any reasonable velocity, there being no grade that will materially affect or retard their progress, with the exception of a short distance between Michigan city and Laporte, where a hea-

vier locomotive engine, as recommended by Mr. Farnum, will be found necessary, and all that will be required until the business of the road shall become so extensive that it will be rendered important to lay another track in a permanent manner. When the business amounts to this, an auxiliary engine will be necessary between Michigan city and Laporte. To avoid delays in the transportation, in consequence of the engines occasionally requiring slight repairs, I have thought it advisable to add to the estimate the cost of four extra locomotives, one of which to be placed at each of the different stations along the line of the road.

The total cost of constructing this work, and furnishing it with the necessary engines, cars, &c., amounts to (see estimate of Mr. Farnum, p. 22) - - - - - - $1,278,236

Add, for four extra locomotives, - - - 30,000

$1,308,236

The above amount is sufficient, with good management, to complete the road, and furnish it with all the power and cars requisite to transport at least 300 tons per day.

*The cost of managing the road per annum.*

| | |
|---|---|
| Principal agent and superintendent - - - | $4,000 |
| Transportation agents and collectors - - - | 8,500 |
| Expense of six engines, at $125 per day - - | 45,625 |
| Depreciation and repairs of engines at 10 per cent. - | 7,500 |
| Clerks, &c. - - - - - - | 5,000 |
| Repairing road at $150 per mile - - - | 23,400 |
| Engineering - - - - - - | 8,000 |
| Total amount of annual expenses - - | $102,025 |

The distance from Michigan city to the east line of the State of Indiana is 120 miles; from thence to Toledo, in the State of Ohio, about 65 miles—making the whole distance across the peninsula 185 miles, and less than one-fourth of the distance between the same points by water communication; besides, the latter is entirely closed about six months in the year, and generally a very slow, unsafe, and tedious mode of conveyance. Notwithstanding the unsafety of property, and the risk of human lives, there is a vast amount of merchandize and a great number of passengers transported in this way annually, for the want of a more safe, speedy, constant, and comfortable method. Furthermore, the great advantage to be derived from this improvement to the General Government in time of peace, by the transmission of its mails, and in case of war on our northern or western frontiers, in having so direct

a route of transporting its troops and munitions with safety and despatch—these alone would seem to render this work, at this important juncture in our national affairs, almost indispensable. Some idea may be formed of the amount of business that will be done upon the Buffalo and Mississippi railroad, from the following statement of the amount done on Lake Erie—for which information I am indebted to Mr. Higham, engineer of the Ohio Railroad Company.

There will be on the lake, the ensuing season,

| | | | | |
|---|---|---|---|---|
| 52 | steamboats, | whose aggregate tonnage amounts to | | 15,900 tons. |
| 3 | ships, | do | do | 800 " |
| 6 | brigs, | do | do | 1,046 " |
| 150 | schooners and sloops, | do | do | 13,800 " |
| 211 | vessels. | | Total, | 31,546 " |

One hundred and fifty-nine sail-vessels and fifty-two steamboats. From the records kept at Buffalo, the average number of arrivals and clearances for sail-vessels will be, for each vessel, thirteen. The average tonnage of said vessels is 98 tons. The steamboat clearances and arrivals, at Buffalo, will average 41 for each boat. The average tonnage for steam vessels is 305 tons.

| | |
|---|---|
| This will give for sail-vessels - - - | 202,566 tons. |
| And for steam vessels - - - - | 650,260 " |
| Total - | 852,826 " |

The navigation is usually open about two hundred days. This will give 4,264 tons daily that pass to and from the State of New York; add to this the business from Pennsylvania and other sections, and the increase from the facilities given, together with the fact that the increase of travel has been about 20 per cent. per annum for the last twenty years. It is impossible to ascertain correctly the number of passengers that are passing east and west, but we can approximate something near it by estimating the number of arrivals and departures. The arrival and departure of steamboats at Buffalo, last season, were 1,620 the travelling season, 216 days, making a fraction short of 8 boats per day. Allowing 6 of these boats to ply between Buffalo and Detroit, and the intermediate places, and that each boat west has 200, and each boat east 100, passengers, which every one who has seen the steamboats arrive and depart from Buffalo will consider a very small estimate. Besides the steamboats and sail-vessels, there are two daily lines of stages from Buffalo west.

From the above, there would be, by steamboats,

| | | |
|---|---|---|
| 129,600 | passengers going | west. |
| 64,800 | do | east. |
| 5,400 | do | east and west, by stage and sail-vessels, at 25 per day. |

5,400 passengers going by private conveyance.
29,860 do do, and stages the remainder of the year, 140 days, at 200 per day; making a total of 235,000 passengers.

I have consulted with a number of gentlemen, who are well qualified, from their commercial connexion, to judge of the passengers passing east and west, and they are unanimous in the opinion that this is underrating the amount. It is impossible to calculate the precise amount of freight or passengers, as above mentioned, that are destined to pass in the vicinity of, and west of, Lake Michigan. The probability, however, is that three-fourths of the number do not stop short of the places last mentioned, judging from what I have witnessed in this country during the past season. I think it will be safe to say that one-half of the above number, say 117,500, may be calculated upon, and three-fourths of this number, say 88,125, will pass over this road instead of the circuitous and more expensive route by way of the lakes; and that one-fourth of the freight will also be conveyed in the same way. The freight, therefore, to be transported over the Buffalo and Mississippi railroad, to and in the vicinity of Michigan city, a distance [of] 120 miles, is 106,403 tons, which, at 3 cents per ton per mile, amounts to - - - - - - - $383,050
88,125 passengers, at $4 00 each - - - 352,500
Transporting the United States mail, per annum - 10,000

$745,550
Deduct for amount of annual expenses, as per estimate - 102,025

$643,525

Leaving a balance in favor of the road, after deducting all expenses, of $643,525, or between forty-nine and fifty per cent. upon the cost. The number of passengers will be considerably increased when the proposed railroad from this and other places upon the west side of Lake Michigan, in the Territory of Wisconsin, *are* constructed to the Wisconsin and Mississippi rivers, passing through the great and inexhaustible lead regions lying west of Rock river, all of which will, doubtless, be finished soon after your road is in readiness for operation. You will perceive that the amount of annual expenses from Michigan city to the west line of Indiana is deducted from the amount of revenue to be derived from the work, leaving still more in favor of the road than is shown above. In addition to the above, the following are among the many sources from which the Buffalo and Mississippi Railroad Company may expect to derive their revenue: 1st. As soon as the railway is completed to the west line of the State of Indiana, it will be continued to the navigable waters of the Illinois river, below the rapids, which is, at the present time, quite a thoroughfare for steamboats plying on the

Illinois and Mississippi rivers. This will form a connexion, in its course, with the great central railway from the mouth of the Ohio to Galena, forty-two miles of which, viz: from Galena to the northern line of McLane county, are to be placed under contract early in the spring. This last mentioned work is to [be] constructed by the State of Illinois. 2d. The Galena and Chicago railroad to its intersection with the Buffalo and Mississippi railroad at the division line of the States of Illinois and Indiana, the construction of which will also be commenced early in the spring, thus forming a connexion with two important routes making for the Illinois and Mississippi rivers—one in a westerly and the other in a southwesterly direction. These, together with the branches that will soon be made from each to the north and south, will concentrate the greater portion of the travel from west to east upon your road. 3d. The charter for a railroad extending from the eastern extremity of the Buffalo and Mississippi road, connected as it is by others that will pass along the south side of Lake Erie, to the eastern line of the State of Ohio, and thence through a corner of Pennsylvania to Buffalo, in the State of New York, portions of which are, if I am correctly informed, in the progress of construction, thus opening a direct communication, by land and water, to the seaboard, viz: from Buffalo, by the Erie canal, to Albany; thence, by the Hudson river, to the city of New York, and also, by railways, from Buffalo to Albany; thence, by the same conveyance, to Boston, a part of which are completed and in successful operation. 4th. By connecting with the New York and Erie railroad at Dunkirk, much of which has been actually located, and forty or fifty miles of it put under contract. Also connecting with the proposed railroad from Philadelphia, in Pennsylvania, to Cleveland, in Ohio, (that part lying between Philadelphia and Columbia is completed,) and a sufficient amount of stock taken to insure its entire construction. It will be seen from the foregoing, that this road will become the main channel between the seaboard at Baltimore, Philadelphia, New York, and Boston, and will, at no period very remote, be intersected by roads touching the principal important towns on the Atlantic coast, thereby connecting the same with most of the principal places in the northwestern States. The amount of revenue which will eventually be received from the business of this road, over and above defraying all expenses, will far exceed the amount anticipated by its warmest friends; and were I here to express my opinion as to the amount, the former would be very much swollen. I will therefore only add, that I believe the stockholders will be as well, if not better rewarded, than upon any similar work in the United States.

All of which is respectfully submitted by your obedient servant,

JAMES SEYMOUR, *Consulting Engineer.*

*Circular.*

To the stockholders of the Buffalo and Mississippi Railroad.

RAILROAD OFFICE, BUFFALO AND MISSISSIPPI R. R. Co.
LAPORTE, *March* 10, 1838.

The report of Mr. Seymour, chief engineer of the Buffalo and Mississippi railway, has been submitted to the board of directors. The increasing interest which is felt in the success of this work, and the anxiety of its friends to be in possession of the engineer's report, without delay, have encouraged the board of directors to lay it before the public at an earlier day than the time fixed for the annual meeting of the stockholders. Hitherto the board has avoided troubling the public with any thing, under their sanction, respecting the work, (other than the necessary notices to carry on their operations,) until they could have something in an authentic shape, to recommend it to public favor and confidence. That object so much desired has been obtained in this report, and the information so necessary to form a correct judgment of the work, is presented in a way well worthy of the magnitude and merit of the subject. Believing this, we do most earnestly recommend that report to the favorable notice of the friends and patrons of the road. No doubt can longer exist of the practicability and unusual cheapness of this road compared with other works of similar kind. Nor are the prospects of its future business and profits less cheering to its friends. These are set forth in the report in a clear and satisfactory manner. The attention which the board have felt it their duty to give to the business committed to their care, their personal examinations of the general face of the country, and particularly along the whole route of the road, enable them to speak with confidence of the general accuracy of the surveys, and the fidelity with which the estimates must have been made (as reported) from them. A great portion of the route is so well defined, by the natural formation of the country, the courses of the streams, and, in many places, the level surfaces between them, that but few difficulties present themselves in the way of a cheap road, and on an easy grade, where these indications are followed. There are other portions of the route not so well defined, and presenting some difficulty in determining the most judicious locations. The first of this kind occurs between the commencing point on the east end and the Pigeon Valley, a distance of 16 miles. The line here crosses the drainage of the country—yet most of the way over a gently undulating surface. In this distance, it also crosses the summit dividing the waters flowing into Lake Erie from those flowing into Lake Michigan. The ascent and descent, in passing over this summit, are more easy that those occurring in passing a higher summit or ridge, west of the summit proper, and immediately west of Angola. The general course of this ridge is from northeast to southwest, the surface is irregular, and presents but few favorable points for passing it. The one now occupied, is thought better than any other, except that along the

Pigeon Valley. This stream finds its way through, and nearly at right angles with, the highlands, which it severs with a gentle current. This route, along the Pigeon, has not been surveyed, but enough is known of both to warrant the belief that no serious objections exist against either. On entering the valley, the line in its course west passes down it, over a smooth surface and an easy grade. From near the Union Mills, and at a distance of 25½ miles from the east end of the road, two lines have been run to Elkhart; the one 39, and the other 41¼ miles. The southern route leaves the Pigeon Valley near the diverging point, occupies a higher slope of country, crossing in its course Fly and Buck creeks, and the Little Elkhart, and enters the valley of Rock run, which it follows to Goshen. Leaving the latter place, the line crosses the Big Elkhart, and passes down its valley to the town of Elkhart, where it intersects the northern route. The northern route continues down the Pigeon Valley, below Lima; thence leaving it, passes to the head of Peter's creek, the valley of which stream it follows nearly to its junction with the Little Elkhart, opposite Middlebury; from thence it follows the valley of the latter stream, nearly to its junction with the St. Joseph at Bristol; thence down the St. Joseph to the town of Elkhart, crossing in its course Fly and Buck creeks, and the Little and Big Elkhart rivers. The southern route passes most of the way through heavy timbered [land] and of rich soil, but affording little of the kind of timber needed for road making. The northern route passes between the same timber land on the one side, and rich prairies on the other, and mostly near the margin of one or the other, occupying a strip of oak openings between them, affording an ample supply of the best timber the country affords at convenient distances. This route passes down the valleys of the Pigeon, Elkhart, and St. Joseph rivers, at a distance of 30 miles. These streams are second to none in the country for manufacturing purposes. The southern route can claim equal advantages for a distance of but ten miles. The comparative cost, distance, and grade of the two routes are as follows:

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|---|---|
| Grading northern route - - - - | $101,219 |
| " southern " - - - - | 124,115 |
| Difference in favor of northern route - - - | $22,896 |
| Distance northern route - - - - | 30.09 miles. |
| " southern " - - - - | 41.37 " |
| Difference in favor of northern route - - | 2.28 " |

The cost of superstructure, on which 2.28 miles, with engineers and contingent expenses, is estimated at $12,321. Making a difference of cost in favor of the northern route of $35,217.

| | |
|---|---|
| Elevation and depression of northern route - | 334.6-10 feet. |
| " " southern " - | 608 " |
| Difference in favor of northern route - | 273.4-10 " |

On the southern route, there are 13 grades of over 20 feet per mile, in aggregate amounting to 10½ miles, while on the northern route there is but one grade over 20 feet per mile, and that on a distance of less than one-half of a mile. The difference in the cost of the two routes, is a less objectionable feature in the comparison, than the elevation and depression, and the difference in the grades. The one would cease to exist by a small additional tax upon the stockholders, while the other, without heavy expenditures over the present estimate, must ever remain a permanent hindrance to the business and usefulness of the road. From the Elkhart, the line continues down the valley of the St. Joseph, passing the town of Mishawaka, to the town of South Bend, a distance of 15 miles, and over a smooth surface and very gentle descent. This portion of the route, as well as the last 45 miles east of it, is through a very interesting part of the country, offering as many advantages, and as few obstructions to a work of this kind, as any like distance in the west. Nor does the country along the route cease to interest here, but increases in fertility of soil, and picturesque beauty, till it reaches Lake Michigan.

That part of the route between South Bend and Laporte, a distance of 27 miles, is not so well defined by the natural formation of the country, as east of the first named place. Two lines have been run between these points promising nearly equal advantages, but both somewhat circuitous; one only has been reported upon. This passes over a level surface, and encounters no objectionable grade. Considered with reference to economy alone in the construction, there is but little doubt that the most favorable line has been obtained; doubts are entertained whether a more direct route, at some increased cost, would *be* more advantageous to the company. We are sure the road would be better adapted to the business of the country between those points than where it now runs, and more in accordance with the general wishes of the stockholders; but the doubts that have heretofore existed, as to the practicability of a route approaching near a direct line, owing to the high land between the Grape Vine and Little Kankakee waters, have prevented an instrumental examination from being made. For this reason, and others which we have referred to, we think it ought not to be decided against, without being submitted to the best test of judging it. That portion of the line between Laporte and Michigan city has been put under contract. During the last fall, and the forepart of winter, the work along the whole line progressed with a spirit and vigor creditable to the contractors; nor have they ceased, during even part of winter, on most of the heavy jobs. With energy, and a full command of funds, the grading might be completed by midsummer, and the superstructure made ready for the cars by the beginning of next winter. But we doubt the propriety of laying on the superstructure before early in the summer following; many of the embankments are heavy, and some of them are

not in a sufficient state of forwardness to receive the influence of the spring rains. These would be rendered permanent by another spring, and not before. No part of the line presents so objectionable a feature to a railroad as is found on this; we allude to the steep grade, on over two miles, of 73 feet to the mile. This difficulty could not well be overcome, without heavy expenditures over the present estimates, or depriving the company of the commercial advantages of Lake Michigan; these were not to be lost for a slight consideration, nor could they be gained by touching at any other point within our route. This part of the lake is belted with a high ridge of land, of some thirty miles in extent, running parallel with, and about eight miles distant from, the margin of the lake. From numerous random levels which have been run to determine the most favorable point of crossing it, it was found to vary from a little less than 300 to 350 feet above the waters of the lake; its southern slope is gentle and smooth—the northern abrupt and rough. This ridge, in its whole extent near the summit, is covered with a heavy growth of timber; its southern slope is interspersed with prairies, and islands, and groves of timber, and presents a very inviting soil to the agriculturist; its northern slope, in two or three miles from the summit, loses its rough appearance, and presents a plane of gentle descent to the lake, interspersed with heavy timber, oak openings, and wet prairies. From Michigan city to the west end of the route, a distance of 35 miles, the surface is unusually smooth, and varies but little from a level the whole distance; the line follows the base of a ridge or bank from which the lake appears once to have receded, crossing in its course the Calumet, at the mouth of Salt creek, and Deep river at Liverpool. The length of the road, from the east to the west line of the State, is 156 miles; its east end is 8½ miles south of the northeast corner of Indiana, and from thence its general course is west; the west end is 4½ miles south of a line running west from the beginning, 13 miles south of the northwest corner of the State, 10 miles south of Lake Michigan, and immediately south of the Calumet proper. In its whole distance, this road passes through a highly interesting, and for its age a densely populated country. Few portions of the west can claim advantages equal to those found along this line. For variety and fertility of soil there is none superior; one almost uninterrupted chain of prairies, along or near the route in its whole extent, of sizes convenient for cultivating their entire surface, and of a productiveness which, with proper care, will ever yield to the proprietors enough for domestic consumption, and a large surplus for exportation; many of these prairies are already reclaimed, and the whole will soon present a high state of cultivation. Connected with these are groves, oak openings, and large bodies of rich timber land, affording fuel, fencing, and building timber, every where convenient. Nor will this part of the country compare to less advantage, considered with reference to its hydraulic privileges; these are found lasting and con-

venient, to any extent desired for manufacturing purposes. No country can boast of streams more constant, or less fluctuating in the quantity of water they pass. This peculiar property is owing to the numerous lakes every where interspersed over the more elevated and uneven parts of the country, forming so many reservoirs to hold the surrounding drainage, and passing it off by contracted outlets or subterraneous passes. The abundant water-power with which this part of the country is so well supplied, must ever be an active auxiliary in turning its rich resources to a profitable account; in no one particular will these advantages be more generally felt than in converting our great staple, wheat, into a convenient form for transportation, nor of less use in moulding our rich mines of iron ore into useful metal. No country is better provided with the power necessary to work these mines, than that in which the most extensive deposites of metal are found. The deposites here referred to exist between Middlebury and South Bend; they occur, in short intervals between them, for a distance of 30 miles. The quality and productiveness of this ore has been fully tested by an enterprising company at Mishawaka, who are now in successful operation, with three furnaces and a forge, producing castings and bar iron, alike flattering to the proprietors and useful to the country. This is but the first effort towards bringing into active use a treasure of vast amount. This success is but the prelude to the capital and enterprise which must shortly engage in its development.

The advantages which we have cursorily referred to, will be largely concentrated along the line of our railroad, or made auxiliaries to this business. The route of the road follows the formation of the country most desirable for such a work, (without impairing its directness,) to receive and impart the greatest possible benefits from this concentration. The facilities which this railroad will afford in extending these advantages, the stimulus it will give to every branch of industry and enterprise engaged in turning into profitable account the rich resources of the country, and adding to the great mass of wealth already possessed, can at this time be but imperfectly calculated; but that it will be great, and to the mutual advantage of all connected, no one will question. The business which could be done on this line alone, would, on a work so easily constructed as this, afford a handsome profit on the investment; but we look beyond this for a great augmentation of its business and profits—we look to the great and increasing intercourse carried on between the commercial east and the agricultural west. In the promotion of this the company will derive its greatest profits. In proportion to the advantages offered to those engaged in this intercourse, will the business of the road increase and its profits multiply. Should the persuasive arguments of interest draw on to the line of this road the vast extent of business which must ever cross the peninsula, or take the more dangerous and circuitous route by water, no improvement in the west would insure like profits on the investment.

That such an argument will be presented on the completion of a railroad across the peninsula, and be found irresistible in its force, we have no doubt. Insurance alone on goods shipped during the past season from Buffalo to the head of Lake Michigan, taking the average of a number of receipts which we have compared, has cost $12 50 per ton (in addition to the cost of freight). This sum of itself, at three cents a ton per mile, (a fair price for carriage on a railroad,) would pay the transportation on 416 miles, or nearly the whole distance between these points.

A slight glance on the map will show the advantageous position which this road occupies, to furnish a direct, safe, and speedy conveyance across the peninsula separating the head of Lake Erie from the head of Lake Michigan. United with the railroad which has been recently surveyed from Toledo, to connect with this, the two form the most natural and direct route across this peninsula that can be had, and connecting with the lakes, on either sides, at points advantageously situated to draw on this road the business of both. This line, connected east and west with railroads, forms an important part of the great thoroughfare now preparing to bring into close neighborhood, at all seasons of the year, the *eastern*, *middle*, and *Atlantic cities* with the far *west*.

No thoroughfare now projected is more NATIONAL in its character, or will be more general in its benefits. None uniting more natural advantages, or combining more interests. Nor is there any in the vast extent of line more *direct*. In that extent no part of it is more favorably located to receive all benefits between the extremes, than that part between lakes Erie and Michigan. It is the only channel for a great distance on either side, and for at least 5 months in the year, through which the vast extent of business, seeking its way beyond the head of these lakes, can pass. All others, natural or artificial, claiming to share in the business referred to, must be circumscribed in their usefulness by the close of navigation.

In the views we have here presented, we have inclined more to glance at a few reasons, showing the favorable locations and the great facilities this road can afford to an extensive commerce, which it lies in the line of, than to enter into calculations of its profit. The first, we believe, is susceptible of being fully established over any work likely to compete with it, while the last, the confidence of those whose aid we desire, equal to that of those who address them, could only be limited by the bounds of a liberal charter, and that limit we most confidently believe, would occur at no distant day.

In conclusion, permit us to add, that it affords us great pleasure to acknowledge the promptness and efficacy with which every branch of the engineer service has been conducted during the past season.

JOSEPH ORR, *President.*

*An act to incorporate the Buffalo and Mississippi Railroad Company, approved February* 6, 1835.

Sec. 1. Be it enacted by the General Assembly of the State of Indiana, That Gustavus A. Everts, Aaron Staunton, and John B. Niles, of the county of Laporte; Lathrope M. Taylor, Samuel C. Sample, and Horatio Chapin, of the county of St. Joseph; William Latta, Thomas Thomas, James R. McCord, John Voilet, Aaron M. Perine, and John Rorrer, of the county of Elkhart; Ephraim Sealey, Luther Newton, Nehemiah Colden, and Robert Latta, of Lagrange county, and their successors in office, duly elected, as herein after directed, are hereby appointed a body politic and corporate, and by the name and style of the "Buffalo and Mississippi Railroad Company," shall be able and capable, in law and equity, to sue and be sued, plead and be impleaded, defend and be defended, answer and be answered unto, in *and* all courts of justice whatever; to make and use a common seal, and the same to alter, change, or renew, at pleasure; and shall be able and capable, in law, to make contracts and enforce the same—to make and enforce the necessary by-laws, rules, and regulations, to enable them to carry into effect the provisions of this act, and the objects contemplated by same, not inconsistent with the laws and constitution of the State.

Sec. 2. The capital stock of said corporation shall be five hundred thousand dollars, divided into shares of one hundred dollars each.

Sec. 3. The directors named in this act, or a majority of them, may meet at such time and place as they may agree on, and organize said corporation, by electing one of their body president; and after such organization any three of the board shall be a quorum; but after an election for directors it shall require five to form a quorum.

Sec. 4. The corporation shall have power to appoint agents, clerks, treasurers, surveyors, engineers, superintendents, artists, and all other officers and persons necessary to carry into effect the object of this act. They shall keep a journal of their proceedings, in which shall be entered the by-laws, rules, and regulations, and all orders for the payment of such allowances as may be made to their officers, and all others in their employ; which journal shall, from time to time, be read by the board, and if found correct, signed by the president. They may sit on their own adjournment, or on the call of the president; when the president is absent, they may appoint a president *pro tempore*. They shall fill all vacancies that may happen in their own body.

Sec. 5. The corporation shall cause books to be opened for subscription to the capital stock, at such time, and at such place or places, as they may choose, due notice of which shall be given; in each of which books the following entry shall be made: "We, the undersigned, promise to pay the sum of one hundred dollars for each share of stock set opposite to our name, in such manner and proportions, and at such time, as the president and directors of the

Buffalo and Mississippi Railroad Company may direct. Witness our hands, this day of , 183 .

SEC. 6. It shall be lawful for all persons of lawful age, for the agent of any corporate body, for the agent of any State, or the United States, on behalf of the same, to subscribe for any amount of capital stock; and the books shall be kept open for any such space of time, and at any such place or places, as the corporation shall choose, and may be re-opened at any time; and they may, by an agent, offer for sale in any other State any amount of stock, upon such terms and conditions as may be thought advisable. They shall have power on their own credit to borrow money, on such terms as may be agreed on by the parties, and pledge the corporation and stock for the payment thereof. The said corporation may require such sum of money to be paid at the time of subscribing, not exceeding five dollars on each share, as they may think proper; but such requisition shall be made known, by being inserted in the notice for opening the books, and any future payments on the stock shall be under the control of the corporation.

SEC. 7. As soon as five hundred shares are subscribed for, and five dollars paid on each share, it shall be the duty of the corporation to give four weeks notice in some newspaper printed in the vicinity of the contemplated route, and in such notice to appoint a time and place for the stockholders to meet and elect seven directors, who shall be stockholders and citizens of the State: *Provided, however*, That if Ohio and Illinois States, by an act of their Legislatures, grant an extension of this charter through their respective States, or either of them, to the head of Maumee bay and the rapids of Illinois, the citizens, stockholders of the States of Ohio and Illinois, shall be entitled to the like privileges and immunities of the citizen stockholders of Indiana; which election of directors shall be holden within two months after the last share of five hundred shares shall have been subscribed for, and shall be conducted by two judges appointed by the stockholders present, and the persons having a plurality of the votes given and counted in public, shall be declared duly elected. No share shall confer a right to vote at any election, unless the same shall have been held one month previous to the election. In all elections one share shall entitle the holder to one vote, and the votes may be given by the persons owning the same, or by one of any partnership, or by the husband, father, mother, administrator, executor, trustee or guardian; or by the authorized agent of any corporation, State, or United States; or any person having the right to vote may vote by proxy.

SEC. 8. It shall be the duty of the directors elected as above, and those elected at all subsequent elections, to meet as soon thereafter as they conveniently can, and elect one of their body to be president. The president and directors thus elected, shall continue in office until the next annual election, and until their successors are elected and organized.

SEC. 9. All elections after the first shall be held on the first Monday of October annually, under the direction of three stockholders, not directors at the time, to be appointed by the board at a previous meeting, or by the stockholders present, of which elections notices will be given: *Provided*, if from any cause whatever, there should be no election held on the day appointed by this act, or by the directors of the first election, it shall be lawful to hold the election on another day, to be designated by the directors.

SEC. 10. Certificates of stock shall be given to the stockholders, which shall be evidence of the stock held; they shall be signed by the president and countersigned by the clerk. The stock shall be transferable on the books of the corporation only, personally, or by an agent, attorney, or by the administrator, executor, trustee, or guardian; but such stock shall, at all times, be holden by the corporation, or for any firm that may hereafter become due on contract made prior to such transfer.

SEC. 11. The corporation shall have power to call for such proportion of the stock subscribed, not exceeding fifteen per cent. of the amount of stock subscribed, every six months as they may think proper, to be paid at such time and place as they may designate, by giving sixty days notice in at least two weekly newspapers printed in the immediate neighborhood of the railroad herein contemplated, or by giving written notice to the stockholders; in all such notices the amount on each share demanded, and the time and place of payment set forth; and if any stockholder shall neglect or refuse to pay such requisition within ten days after the time mentioned for such payment, the corporation may bring suit against such delinquent for the amount due in any court of competent jurisdiction, and recover the amount with two per cent. a month interest thereon for such detention; and if the amount cannot be made on execution, or if such delinquent is out of the State, then the corporation may, by an order on their books, declare such stock forfeited to the corporation, with whatever amount may have been paid thereon, and the same shall be thereby absolutely forfeited to the corporation; and no such delinquent, before the forfeiture of his stock, shall have the right to vote for directors, or receive any dividend on his, her, or their stock, until the corporation is fully paid and satisfied.

SEC. 12. The corporation shall require of all officers in their employ bonds with security to their acceptance with such penalty as they may think proper, for the faithful performance of their respective duties.

SEC. 13. The corporation, by their agents, shall have full power, from time to time, to examine, survey, mark, and locate the route of said railroad for a single or double track, commencing on the eastern line of the State, in a direction to the head of the Maumee bay, as near on a line between the head of Maumee bay and the rapids as circumstances will permit, and running on the best ground

for the interest of the company and convenience of the public, to the west line of the State, in the most approved direction to strike the rapids of the Illinois, or highest steamboat navigation of said river in the Illinois State: *provided, however*, that if either of the State legislatures of Ohio, or Illinois, do grant the privilege to said corporation to construct said railroad through that portion of their State to either or both of the designated points, then, and in that case, the said corporation shall commence at a suitable place at the head of the Maumee bay on Lake Erie, and running on the best ground for the interest of the company and convenience of the public through the State of Indiana to the rapids of Illinois, in the State of Illinois, with full power to diverge from a direct line, when more favorable ground can be had for the construction of said road, the same not to exceed eighty feet in width.

Sec. 14. And for the more effectually uniting and connecting the interest of said route, if the United States Government do cause the said road to be surveyed and located, from the head of the Maumee bay to the rapids of the Illinois river, by a United States engineer, against the fifteenth day of October, 1835, then and in that case, the said corporation shall adopt the route so located by the United States engineer, as the Buffalo and Mississippi railroad route from the head of the Maumee bay to the rapids of the Illinois river: *provided*, Ohio and Illinois give their consent to said location; otherwise to remain as in the thirteenth section specified.

Sec. 15. And for the purpose of making such examination and location, it shall be lawful for the corporation, by their agents and persons in their employ, to enter upon any land to make surveys and estimates, and for the purpose of searching for stone, gravel, wood, or other materials necessary for the construction of said road; but no stone, gravel, wood, or other materials, necessary for the construction of said road, shall be taken away from any land without the consent of the owner thereof, until the rate of compensation shall be ascertained and paid.

Sec. 16. It shall be lawful for the corporation, either before and after the location of any section of the road, to obtain from the person or persons through whose land the same may pass, a relinquishment of so much of the land as may be necessary for the construction or location of said road, as also the stone, gravel, timber, or other materials that may be obtained on said route; and may contract for stone, gravel, timber, and other materials; and it shall be lawful for said corporation to receive, by donations, gifts, grants, or bequests, land, money, labor, property, stone, gravel, or other materials, for the benefit of said corporation; and all such contracts, relinquishments, donations, gifts, grants, and bequests, made and entered into in writing by any person or persons capable in law to contract, made in consideration of such location, and for the benefit of the corporation, shall be binding and obligatory; and the corporation may have their action at law, in any court of com-

petent jurisdiction, to compel the observance of the same: *provided*, that all such contracts, relinquishments, donations, gifts, grants, and bequests, shall be fully and plainly made in writing, signed by the party making the same.

Sec. 17. That in all cases where any person, through whose land the road may run, shall refuse to relinquish the same, or when a contract between the parties cannot be made, it shall be lawful for the corporation to give notice to some justice of the peace in the county where the difficulties may occur, that such facts do exist, and such justice of the peace shall thereupon summon the owner of such land to appear before him on a particular day, within ten days thereafter, and shall appoint twelve disinterested persons of the neighborhood, who shall, after taking an oath faithfully and impartially to assess the damages, if any, view the lands or materials; and, after having taken into consideration the advantages as well as disadvantages the road may be to the same, *and* shall report thereon, whether such person is entitled to damages or not, and if so, how much, and shall file such report with such justice; whereupon, such justice shall enter judgment thereon, unless for good cause shown; and in case either party should show sufficient cause why judgment should not be entered, the justice may grant a review of the premises, either with or without the costs: *provided*, that either party may, at any state of the proceedings, appeal to the circuit court of the proper county, as in other cases; and such court shall appoint reviewers as above directed, who may report at that or the ensuing term, at the discretion of the court; and the judgment of the circuit court shall be final.

Sec. 18. And in all cases where the owner or owners of such land, or materials, shall be minors, insane persons, or reside out of the county in which said land is situated, such justice shall cause three notices of the application made, and of the day fixed for the appointment of viewers, to be posted up in three of the most public places in the county; and if no person shall attend on the day named in said notices, the said justice shall adjourn the same until that day two weeks, at which time he shall proceed as if such person or persons had been duly notified to attend; and on such judgment being rendered, and the corporation complying therewith by the payment of costs or damages awarded against them, the corporation shall be seized of the lands or materials. Costs shall be allowed or awarded against either party, at the discretion of the justice.

Sec. 19. That if it shall be found necessary and advantageous to the location and construction of said railroad, the corporation shall have the right to lay the same along and upon any State or county road: *provided*, *however*, that before such location shall be made, the corporation shall make application to the county commissioners of the proper county for such right, and the said commissioners are hereby vested with power to grant the same by an order

entered on the record; *provided, also*, that such right shall be granted on condition that the corporation shall leave a sufficiency of said State or county road in as good repair, for country use, as it was previous to such occupation.

SEC. 20. That when said corporation shall have procured the right of way, as herein before provided, they shall be seized in fee simple of the right to said land, and shall have the sole use and occupancy of the same; and no person, body politic or corporate, shall in any way interfere therewith, molest, disturb, or injure any of the rights and privileges hereby granted, or that would be calculated to detract from or affect the profits of said corporation.

SEC. 21. The said corporation shall commence the construction of said road any time within five years. The said route through the State of Indiana shall be divided into four divisions: the first division to commence at the east line of the State, thence west to range line dividing five and six east, shall be taken and considered the first division; that part from range line dividing ranges five and six east, to the Michigan road, to be taken and considered the second division; and that part from the Michigan road to the range line dividing ranges four and five west of the principal meridian, shall be taken and considered as the third division; and from said last mentioned range line, to the west line of the State, to be taken and considered as the fourth division of said railroad. And the corporation may from time to time construct so much of said road, or any division thereof, as may be within the ability and interest of the company, and shall complete it within twelve years from its commencement: *provided*, that if the said road shall not be completed within the time aforesaid, the general assembly may, for good cause shown, give further time to complete the same: *provided, also*, that if any of the said road shall be completed within the time aforesaid, that then, and in that case, all the rights, privileges, and benefits, granted to said company in that act, shall be extended to and invested in said corporation, to such part of said road as shall then be completed.

SEC. 22. It shall be the duty of the corporation, whenever any State or county road now established shall cross, or may hereafter cross, the railroad, to make and keep in repair good and sufficient causeways, so that free use of the State or county road shall not be obstructed; and in all cases where any person shall own land on both sides of said road, and there shall not be any causeway for a public road leading from one tract to the other, the owners of said land shall have the right, free of charge, to cross the same, and to make such causeways as may be necessary for the convenience of said owner: *provided*, that said owner of land shall not injure or obstruct said railroad.

SEC. 23. That it shall be lawful for said corporation to place or prescribe the kind of carriages that may be used on said railroad, whether propelled by steam or other power, for the transportation

of passengers, for all kinds of produce, lumber, goods, wares, and merchandise, or any other kind of property; and for this purpose the corporation may construct said railroad of wood, stone, or iron, or of all, with such locks, turns, gates, bridges and aqueducts, culverts, toll and warehouses, as may be considered necessary for the interest of the company and convenience of the public; and the corporation may charge tolls and freights on such part of the road as may be in a sufficient state of forwardness, although the whole be not finished; and they [may] charge for travel and transportation on the same, when it is graded and bridged, although the rails may not be laid so as to admit carriages thereon.

Sec. 24. The corporation may charge and receive such tolls and freights for the transportation of persons, commodities, and carriages on said road, or any part thereof, as shall be for the interest of said company, and the same to change, lower or raise, at pleasure: *provided*, that the rates established from time to time shall be posted in some conspicuous place or places on said road.

Sec. 25. That when the aggregate amount of dividends declared shall amount to the full sum invested, and ten per cent. per annum thereon, the legislature may so regulate the tolls and freights, that no more than fifteen per cent. per annum shall be divided on the capital employed, and the surplus profits, if any, after paying the expenses and reserving such proportion as may be necessary for future contingencies, shall be paid over to the treasurer of State for the use of common schools; but the corporation shall not be compelled, by law, to reduce the tolls and freights, so that a dividend of less than twenty per cent. cannot be made; and it shall be the duty of the corporation to furnish the Legislature, if required, with a correct statement of the amount of the expenditures, and the amount of profits after deducting all expenses; which statement shall be made under oath of the officers, whose duty it shall be to make the same.

Sec. 26. Semi-annual dividends of so much of the profits as the said corporation may deem expedient, shall be made on the first Monday of December and June annually, unless the directors fix on a different day, and pay the stockholders as soon thereafter as they can with convenience, and no dividends shall be made to a greater amount than the net profits after deducting all expenses, and the directors may reserve such proportion of the profits, as a contingent fund to meet subsequent expenses, as they shall deem proper.

Sec. 27. That if any person or persons shall knowingly or wilfully injure or obstruct said road, or any part thereof, or shall break, destroy, or deface any work, edifice, toll or warehouse, belonging thereto, such person or persons so offending shall pay to the corporation five times the amount of damages actually done, with costs of suit, to be recovered by the corporation, before any court having competent jurisdiction: *provided*, that all actions commenced by

the corporation for the recovery of damages, shall be commenced within six months from the time such cause of action accrued, and not after.

Sec. 28. The State reserves the right to subscribe for eight hundred shares of the stock, at any time within four years from the first commencement of said road.

Sec. 29. It shall be lawful for the county commissioners of each and every county through which said road may pass, for and on behalf of said county, to authorize, by an order, as much of the stock to be taken as they may think proper.

Sec. 30. It shall be the duty of the corporation to cause a full statement of the affairs of the company to be made and exhibited to the stockholders at each annual election, or at any other general meeting of the stockholders, at least once in each year.

Sec. 31. Any number of the stockholders, owning one-third of the stock, may call a general meeting of the stockholders, by giving four weeks notice in one or more newspapers, and specifying in said notice the object of the call; and a majority of the stockholders being represented, they may make such order relative to the concern of the company as a majority may determine on.

Sec. 32. The said corporation, by their authorized agent, shall have power and authority to negotiate for, and borrow, money on the credit of said corporation, to the amount of two hundred thousand dollars, from any person or persons, States or United States, or corporation, at a rate of interest not to exceed six per cent. per annum, for such a length of time as they may think proper, and can be agreed on by the parties for the payment of said money so borrowed for the use of said corporation. The work and other property of said corporation, together with the profits on said road, the individual stock in said corporation, and the individual stockholders thereof, shall each be liable for said loan, or so much thereof as contracted for during the time in which they are respectively such stockholders, to an amount equal to their stock respectively, and in that proportion may be recovered by a suit in equity or otherwise.

Sec. 33. The corporation may by contract admit the intersection of said road with any other railroad, turnpike, or collateral road.

Sec. 34. The State of Indiana, in time of war, shall have the right to transport troops, munitions of war, and provisions, free of toll on said road.

Sec. 35. That should the Congress of the United States make a donation of lands to aid in the construction of said railroad, or a donation of money, which may be accepted by the corporation, then, and in that case, the United States, in time of war, shall have the right to transport troops, munitions of war, and provisions, free of toll on said road.

Sec. 36. Should the capital herein granted not be sufficient to accomplish the intended work, the corporation may increase the same; and the stockholders may, at any general meeting, reduce the number of directors to any number not less than five.

Sec. 37. That when the road is located, it shall be the duty of the corporation to cause a plat of the same to be deposited in the office of the Secretary of State, and from and after that time, it shall not be lawful for said corporation to alter or change any part of said location, unless said corporation pay the owner or owners of said land on said changed route the amount of damage they may sustain by such relocation.

Sec. 38. This charter is limited to seventy-five years in its duration.

Sec. 39. The corporation shall cause to be kept a fair account of the whole expenses of making and repairing said railroad, and every section thereof, with all incidental expenses, and also a fair and accurate account of tolls received; and the State shall have the right to purchase the stock of the said company at [any] time of thirty-five years, by paying said corporation a sum of money which, together with the tolls received, shall equal the costs and expenses of said railroad as aforesaid, with an interest of eighteen per cent. per annum; and the books of said corporation shall be always open for inspection of any agent of State, appointed for that purpose by the legislature; and if said corporation shall neglect or refuse to exhibit, at any time, their books and accounts, agreeably to this section, when thereunto required, then all the rights and privileges granted by this act shall cease and be ended.

Sec. 40. The railroad company created by this act, shall have the right to commence the construction of said road at such places on the said contemplated route as the corporation may think best for the interest of the company and public good.

Sec. 41. This act is to be in force from and after its passage.

*An act to amend an act entitled "An act to incorporate the Buffalo and Mississippi Railroad Company," approved February* 6, 1835.

Sec. 1. Be it enacted by the General Assembly of the State of Indiana, that the twenty-eighth section of the act, to which this is an amendment, be, and the same is hereby, repealed.

Sec. 2. That the number of jurors required by the seventeenth section of said act, to assess damages for the right of way, or for materials for the construction of said road, be, and the same are, reduced to the number of three; and that so much of said seventeenth section as comes within the purview of this section be, and the same is hereby, repealed.

Sec. 3. That any donation, gift, grant, or bequest, made in land, property of any description, or materials to said company, in consideration of the location of said road, or otherwise, or for the benefit of the corporation, shall authorize the company to sell, or otherwise dispose of the same, in such manner as in their opinion may be best calculated to aid them in the prosecution of the work.

Sec. 4. The said company are hereby authorized to purchase such lands along or near the line of said road, as they may deem useful

to aid them in the construction thereof, not exceeding eighty acres in any one tract, and the same to sell and convey, or otherwise dispose of, at pleasure.

Sec. 5. The power of said company to contract for a loan or loans, is hereby extended to any sum not exceeding one million of dollars, and for the payment of such interest on the same, as the parties contracting may agree upon, not exceeding eight per cent. per annum for one hundred dollars. So much of the thirty-second section of the act, to which this is an amendment, as comes within the purview of this section be, and the same is hereby, repealed.

Sec. 6. This act, and the act to which this is an amendment, is hereby declared to be a public act, and as such, shall be liberally construed in any and all courts of justice for all beneficial purposes.

Sec. 7. This act to be in force from and after its passage.

TH. J. EVANS,
*Speaker of the House of Representatives.*
DAVID HILLS,
*President of the Senate.*

Approved *February* 7, 1838.

DAVID WALLACE.

Indiana, *to wit:*

I, William J. Brown, Secretary of State for the State aforesaid, do hereby certify, that the foregoing is a true and correct copy of the original and enrolled act now on file in my office.

In testimony whereof, I have hereunto set my hand, and affixed the great seal of said State, at Indianapolis, this 8th day of February, 1838.

WM. J. BROWN.

*Board of directors of the Sandusky, Toledo, and Michigan city Railroad Company.*

The following persons compose the board of directors: Elisha Whittlesey, president, Richard Mott, treasurer and secretary, Andrew Palmer, Stephen B. Comstock, Micajah T. Williams, Edward Wade.

The following order was adopted by the board: Ordered, that Elisha Whittlesey and Micajah T. Williams, or either of them, be a committee with authority to open books in New York, or elsewhere, at their discretion, for the subscription or sale of the remainder of the capital stock of the company.

Toledo, *January* 19, 1839.

Circuit Court U. S., *7th Circuit, District of Ohio.*

Robert Piatt
vs.
Oliver, Williams, and others.

*Williams' further deposition.*

Williams, by way of further illustration of the nature and extent of the services rendered by himself and Oliver, in securing and

controlling *the proper location and termination* of the Wabash and Erie Canal in reference to the interests of Port Lawrence, (Toledo,) and in support of the charges for services under the imputed agency made by them, herewith submit to A. F. Perry, esq., the master commissioner in this case, to be placed on the files in said case, original letters from Major Oliver to him, marked A. B. C., and bearing date Cincinnati, Dec. 21, 1823; Cincinnati, July 17, 1834; and Detroit, October 26, 1834. These letters, to some extent, go to show that Oliver and Williams were, as they assume to have been, devoting their entire energies under every and all circumstances, and their best faculties, in efforts with the legislature and elsewhere to secure the *early commencement* of the Wabash and Erie Canal—its location on *the north west side* of the river, and its continuance on the *high level to Port Lawrence*; but for which arrangements of the canal, Toledo would now *have* comparatively but of little value. To enable the court and others interested, the better to understand the localities of the river referred to so frequently in the testimony and exhibits, Williams submits herewith an engraved map or chart of the Maumee bay and river, in connection with a plat of the Port Lawrence and Vistula divisions of Toledo, marked A, and requests that it may be placed on the files.

M. T. WILLIAMS.

CINCINNATI, *May* 27, 1841.

*Exhibit A.*

CINCINNATI, *December* 21, 1833.

DEAR SIR: Enclosed you have, friend Comstock, legislation to authorize a location of the canal next summer, I have no doubt will be beneficial for our interest. We have interests of great magnitude involved in the termination of the canal worthy of our exclusive attention. You see in Comstock letter, the location of the Vistula and Indiana road. You will also perceive Comstock anticipates advantages from the existing railroad charter from Port Lawrence. If you are prepared to give shape to the act of appropriation for our Port Lawrence and Adrian road, advise Mr. Lyon at Washington. Write Mr. Comstock to forward railroad charter to you, if you are to remain at Columbus long enough. I see from letter writers our legislature are at fault on many points to be legislated upon. When the ill humors work off, they will be ready for some action. I rely upon your sound discretion when to strike.

Your friend, WILL. OLIVER.

M. T. WILLIAMS, esq.

*B.*

CINCINNATI, *July* 17, 1834.

DEAR SIR: I am fearful, after all, the canal will not be conducted to a proper termination. The utter impossibility of getting accu-

rate information of the navigation near the foot of the rapids by persons not engaged in navigation, owing to the misrepresentations, or incapacity of forming just opinions on a subject of such consequence, renders the duty of selection extremely difficult with our Canal Commissioners. The foot of the rapids has grown into consequence, containing men of enterprise, wealth, and character; all these are brought into use to manufacture the opinion that there is the proper place of termination. They have the powerful stimulant of large pecuniary gain to spare no efforts to secure the object. It is useless to disguise that we also have a large interest at stake. But set every individual interest aside, and consult the great objects of commerce and the State, and we cheerfully abide the result. To lock into the river at Maumee, you peril the canal commerce and State interest. During high water in the Maumee, there is a current that will prevent the ascent of canal boats upon the plan of a tow path to a point below the rapids. The lake produces a great deal of wind, which takes the direction of the river, and will essentially interrupt the towing in the river. There is not any winter harbor near the rapids, and to construct one on the Maumee side will throw the current on the Perrysburgh side of the island, and destroy the present channel; and under any view you cannot have a harbor on either side of the foot of the rapids, even capacious enough for conducting the commerce that will exist in a short time, dropping the idea of a wintering place. I assert it without fear of contradiction from any correct source, that large steam or sail vessels, such as will be employed in the commerce, cannot ascend to the rapids, and even such as can be employed on that section of the river, cannot navigate in dark nights after passing round the point south of Port Lawrence, but must wait the return of day. I can date my acquaintance with the Maumee river 27 years back, and during that time it has been my duty as a public officer to know something of the navigation; in addition to that, it has been my individual interest to acquire all the detail information I could relating to commerce. In the acquisition of information I have sought it of navigators; and the concurrent views of intelligent navigators were, that a point where vessels could approach at all hours and under every wind, with as much water as over the bar at [the] mouth of the river, should be selected for connecting the interior with the lake commerce. I have had it in my power individually, or as agent, to control every point within the 12 miles reservation, and guided by the experience of sound men, and my own feeble judgment, I secured the point that all said must be the seat of commerce of the Maumee country.

The British in investing Fort Meigs in 1813, never attempted to ascend the river above Port Lawrence with their heavy shipping. The great objection to "splitting the *difference*" is the distracted state in which the public mind is placed. Look down at Maumee, and ten thousand reasons will be plausibly urged why the State

should never think of leading the canal boats any further down; and yet as many would be set up, on the other side, that the canal must be continued in some shape lower down, else commerce would languish—placing the whole public at fault as to the proper point, preventing improvements, and jeoparding the State interest, by withholding value to taxable property. One string of reasons would be, Congress will appropriate money to remove the obstructions to the navigation, when in fact, remove as often as they please, the same causes (the force of the current) will produce the same effects, and never admit of suitable navigation. Two years ago, in February last, Wilkinson's schooner, the Eagle, was swept from her moorings, in the harbor of Perrysburgh, by the ice, and carried down opposite the mouth of Delaware creek, 4½ miles, and placed in the most imminent peril for a number of days—fortunately, however, the ice passed *passed* off, and left her without great damage. The current, by the resistance of the bay water and unbroken ice, is lost when it reaches Port Lawrence, and not until then; consequently no intermediate point will answer the purposes of the commerce when viewed in a proper way. Maintain the upper level, and carry the canal to a point where the great objects of commerce will be safe and secure. Why leave so important a matter in doubt, when perfect security is attainable without one dollar additional expense to the State.

We will guarantee that the lands secured by act of Congress shall make the canal from Maumee to Port Lawrence. Part of the water power may be disposed of at Maumee—the residue at Port Lawrence; and I should not hesitate to guarantee that the power at P. L. would command fifty per cent. more than at Maumee. It may be averred, that the highest possible price will be given at P. L., because of the want of such power, to avoid a resort to steam power. The canal, extended to Port Lawrence, would unquestionably command a much larger share of western Michigan trade than if terminated at the rapids; which, of course, would secure more revenue to the State, in its direct influence on the value of real estate liable to taxation, &c. I consider all the arguments employed in favor of the south side of the river, as the strongest we can adduce in favor of the north. The course of improvements on the south has a tendency to drain off the products of the earth, south of the Black swamp, to ports further down the lake, and on the west it will take the Miami canal as matter of course; so that the section of country south, subject to the inconvenience of crossing the Maumee in reaching the canal, cannot, in any event, equal one half the opposite side.

There is one other view of the case, in my mind, deserving great consideration. Ohio has an undoubted right to the territory claimed by Michigan on our north; the canal should be laid to the proper point, by way of asserting our rights, which would aid the State in the determination of the question in Congress. On the contrary,

if the State falters, out of deference to Michigan, it will be acknowledging her claim, and rendering ours doubtful that should be asserted positive.

I have written out the foregoing suggestions in haste this morning, which you may analyze and appropriate, so far as capable of rendering any service, in the steps you may take on this important subject. I again acknowledge we are interested, but assert, that does not break the force of the argument erected by the experience of practical commercial men, which has pronounced, unequivocally, that the proper class of vessels employed in the lake commerce cannot navigate above Port Lawrence; whenever you pass that point, imperfect navigation occurs—want of water, width of channel, a wintering harbor, and that you must lay by in dark nights. All the arguments—that the canal ought to terminate at the rapids, and then you may construct a tow-path, if required by commerce, to Port Lawrence—may be reversed, with irresistible force, by the proposition that you must construct your canal to a point, placing commerce above contingency, and that the river is then left accessible to all such craft as can or may choose to navigate it.

The manner of declaring my opinions may seem egotistical, but I must be permitted, in explanation, to claim as much observation as any other individual on this point, and being sustained by the soundest practical men, actually engaged in the very business now the subject of discussion. Reference to the opinion of the most prominent men in Detroit, in 1817, as evinced by their arrangements to purchase the present site of Port Lawrence, by bidding $76 per acre for a tract of 200 acres in the woods, surrounded by Indian lands, and no knowing when the Indian title could be extinguished, is no slight authority in favor of what we now maintain. I have not had time to read this over, and require, of course, due allowance. The subject is familiar, and for opinions advanced I claim no allowance, but rest my pretensions upon them. The style and manner only I ask you to supply. In haste.

W. OLIVER.

M. T. WILLIAMS, esq.

*Exhibit C.*

DETROIT, *October* 26, 1834.

DEAR SIR: I have brought my negotiation with the trustees to an entirely satisfactory result, so far as they are capable of acting in the premises, and shall leave to-morrow for Port Lawrence. I was seventeen days hourly employed in the business, and it is not arrogant to say, but few could have induced the same result; not, however, ascribable to any tact or wire-working, but fortunately to a kind state of feeling growing out of former relations. Herewith is [a] certificate of deposite for one thousand dollars to your credit, which you will give me a like credit for in the Franklin bank when

convenient. The action of Congress is necessary to a consummation of the arrangement with the University. I have heard nothing from you since leaving home. I am more and more satisfied of the total indefensibleness of the termination of the canal short of Port Lawrence. A tow-path, in the use of the river, for canal boats, will answer when there is smooth water, and plenty of it, exactly when L. boats could run, and when the boats stop for bad water or weather, so would the canal boats. The surf, ice, and tides, will be an eternal source of small difficulties, not of sufficient magnitude to induce the State, once the canal is locked down at the rapids, to retract that act, and resort to the upper level with a view of extending. The locking down at Maumee will acquire a consequence, and establish a state of things that will require immense treasure, and continued zeal and enterprise for us to overcome. The tow-path, I take it, would be the last in construction. The first in the chain would commence at the foot of the rapids, and progress westward; and, with the construction of the first section, commences a state of commercial relations that will grow with the excavation of every shovel of earth to the completion westwardly; and thus, whilst they would be in the enjoyment of prosperity, we promise that by-and-by, when the tow-path is completed, all must come to one place where the big boats and sail vessels stop. In the meantime the point at Maumee will have acquired so much force as to set up to dictate, and to ask Congress, with much confidence, for appropriations to improve the bed of the river for large vessels, to erect harbors, and all that kind of thing.

Respectfully,

WILL. OLIVER.

M. T. WILLIAMS, esq.

*Appraisal and depositions of S. B. Comstock, C. J. Keeler, jr., Andrew Palmer.*

Depositions of witnesses in a certain cause in chancery, pending in the circuit court of the United States for the 7th circuit and district of Ohio, wherein Robert Piatt is complainant, and William Oliver and Micajah T. Williams, and others, defendants, taken at Toledo, in the county of Lucas, Ohio, on the day of April, in the year of our Lord one thousand eight hundred and forty-one, before me, A. F. Perry, in pursuance of an order of reference made by this honorable court at the last December term thereof, as follows, to wit:

Stephen B. Comstock and Coleman J. Keeler, jr., of Toledo aforesaid, being duly sworn, depose and say, that they have been residents of Toledo since the year 1833, and that they are well acquainted with river tracts 1 and 2, upon which Port Lawrence, now Toledo, is situated, and also with the improvements which have been made thereon; and that they have personally superin-

tended the making of many of the said improvements, and are familiar with the cost of the same; and that the following schedule contains a statement of the improvements upon each respective lot, and the time when the same was made; together with the cost of making such improvements, as near as they can estimate the same from their own knowledge, and from a personal examination, to wit:

| No. of lot. | Improvement. | When made. | Cost. |
|---|---|---|---|
| 40 and 41, and 12 feet of 42 | Dwelling house | 1834 and 1835 | $4,000 |
| 40, part of | Store | " | 400 |
| 40 | 2 small barns | " | 120 |
| 39 | Dwelling house | " | 800 |
| 37 | 2 dwelling houses | 1835 and 1836 | 1,600 |
| 37 | Kitchen and wood house | – | 100 |
| 83 | Dwelling house and barn | 1834 and 1835 | 650 |
| 84 | " " | 1836 | 250 |
| 84 | Also another dwelling house | 1841 | 300 |
| 84 | " " | 1836 | 600 |
| 81 | Dwelling house | 1834 | 650 |
| 72, west ½ | " | 1835 | 450 |
| 72, east ½ | " | 1836 | 150 |
| 70 | " | " | 600 |
| 222 | Small house | – | 75 |
| 278 | Dwelling house | 1835 and 1836 | 1,200 |
| 278 | " | 1837 | 600 |
| 279 | " | " | 700 |
| 279 | Barn | " | 75 |
| 235 | Dwelling house | 1837 | 400 |
| 68 | " | 1834 | 250 |
| 291 | Small house and barn | 1833 | 150 |
| 335 | Dwelling house | 1838 | 3,500 |
| 334 | Dwelling house and barn | 1837 | 1,100 |
| 212 | Dwelling house | 1836 | 700 |
| 211 | " | " | 800 |
| 43 | " | 1835 | 900 |
| 44 | Blacksmith's shop | 1834 | 250 |
| 265 | Dwelling house | 1837 | 1,200 |
| 266 | " | " | 1,200 |
| 210 | " | " | 400 |
| 46 | " | 1833 | 200 |
| 45 | 2 small houses and store | 1838 | 1,200 |
| 58 | Dwelling house | 1833 | 300 |
| 59 | " | 1836 | 1,800 |

| No. of lot. | Improvement. | When made. | Cost. |
|---|---|---|---|
| 153 - - | Dwelling house and barn - | 1840 | $1,400 |
| 178 - - | " " - | 1837 | 1,800 |
| 12, west end | Store - - - | 1835 | 700 |
| 33 - - | 2 stores - - - | 1834 | 1,400 |
| 33 - - | 2 small shops in rear - | " | 200 |
| 34 - - | 3 small dwellings and barn | 1834 and 1835 | 950 |
| 34 - - | 1 small store - - | – | 150 |
| 35 - - | Store - - - | 1836 and 1837 | 800 |
| 36 - - | Dwelling house - - | " | 200 |
| 8 - - | Small warehouse - - | 1834 | 500 |
| 2, west half | Store and warehouse | 1834 and 1837 | 2,900 |
| 3 and 4 - | Wharf and dock - - | – | 1,100 |
| 10, 34 *ft. west side of* - | Dwelling house - - | 1838 | 1,900 |
| 31 - - | Barn - - - | 1835 | 600 |
| 10, 26 *ft. east side of* - | Store - - - | 1834 | 1,000 |
| 11 - - | Brick store - - - | 1833 | 1,500 |
| 11 - - | 3 small shops and barn, wood shed, 2 bake shops in the rear - - - | " | 800 |
| 12 - - | 2 brick stores - - | 1837 | 7,000 |
| 2, *east* ½ *of* - | Store - - - | 1835 | 200 |
| 379 - - | Grading and wharfing - - | 1834 and 1837 | 1,500 |
| 379 - - | Warehouse - - | 1840 | 3,000 |
| 380, 20 feet - | Graded - - - | 1837 | 400 |
| 381 - - | 14 feet E. side } Warehouse | 1839 | 4,300 |
| 382 - - | 26 feet W. side } | | |
| 88, 89, and part of 90 | Warehouse and wharf - | 1835 | 4,000 |
| 101 and 102 - | Warehouse and wharf and grading - - - | 1839 and 1840 | 7,000 |
| 117 - - | Brick dwelling house - | 1835 | 2,000 |
| 117 and 116 - | Wood " - - | 1837 | 1,200 |
| 112 and 113 - | Warehouse and wharf - | " | 8,000 |
| 142 - - | Dwelling house - - | 1836 and 1837 | 2,200 |
| 144 - - | Double house - - | " | 2,600 |
| 146 - - | Dwelling house - - | " | 1,800 |
| 53 and 54 - | Dwelling house and barn, &c. | – | 8,750 |
| 52 - - | Dwelling house - - - | 1837 | 600 |
| 51 - - | Dwelling house, office and barn - - - | 1834 | 1,000 |
| 22 - - | Dwelling house and barn - | " | 1,000 |

| No. of lot. | Improvement. | When made. | Cost. |
|---|---|---|---|
| 21 - - | Small house and office - | 1840 | $500 |
| 17 and 18 - | Public house and barn - | 1834 and 1835 | 6,000 |
| 319 - - | School house - - | " | 250 |
| | Steam-mill standing on the west line of tract 2, not numbered as lot on the original plat, built 1834 - | – | 4,500 |
| | Depot building, being brick building, erected for railroad depot - - | 1840 | 12,000 |
| 151 - - | Dwelling house - - | 1836 | 300 |
| 85, 86 and 87 | Wharf built, 120 feet front | 1835 | 1,600 |

In the above estimate of expenditures, we wish to exclude the estimate for improvements made on lots 53, 54, 381 and 382, which were made by A. Palmer individually, or in company with others, and can be testified to by him more understandingly, and with greater certainty, than we can estimate the same.

C. J. KEELER, JR.
STEPHEN B. COMSTOCK.

Andrew Palmer, being sworn before said master commissioner, A. F. Perry, deposeth and says: That he has looked over the foregoing schedule, and is personally acquainted with several of the improvements therein stated, and, so far as those are concerned, knows them to be correct; that the improvements on lots Nos. 53, 54, 381 and 382, he has personal knowledge of, and knows them to be correctly stated.

ANDREW PALMER.

Personally appeared the above named Andrew Palmer, before me, at Toledo, this 28th day of April, 1841, and, being duly sworn, made oath to and subscribed the above.

A. F. PERRY,
*Special Master Commissioner.*

Personally appeared the above named C. J. Keeler, jr., before me, at Toledo, this 28th day of April, 1841, and made oath to the above before me, and subscribed the same in my presence; and the above named Stephen B. Comstock also personally appeared, and made solemn affirmation, and subscribed the same at the same time.

A. F. PERRY,
*Special Master Commissioner.*

*S. M. Young's deposition.*

UNITED STATES CIRCUIT COURT, *District of Ohio:*

ROBERT PIATT
*vs.*
WILLIAM OLIVER et al. } In chancery.

Deposition of Samuel M. Young, taken on the part of the complainant, before the special master commissioner, appointed in this case by a decree of this court, at its last December term, A. D. 1840—Present M. T. Williams, acting for himself and William Oliver, John Fitch, esq., their attorney, Robert Piatt, complainant, and M. H. Tilden, esq., his attorney, and Saml. M. Young, esq., attorney for Alex. H. Ewing, a defendant.

Personally appeared before me, at Toledo, Samuel M. Young, and being duly sworn, testifies and says, that some time in October or November, A. D. 1838, at the request of Alexander H. Ewing, I went to Detroit, Michigan, to examine the journals of the trustees of the University of Michigan, touching any and every negotiation which had been entered into, by and between the said trustees and William Oliver, touching the exchange or sale of river tracts Nos. 1, 2, 3, 4, 86 and 87, and the S. W. $\frac{1}{4}$ of section 2, and the W. $\frac{1}{2}$ of section 3, township 3, U. S. R., and to procure a copy of their proceedings in any matters touching the same. I called at the office of Mott Williams, esq., who (as he and others informed me) was secretary of said trustees, and requested permission to examine their journals. Mr. Williams being engaged in court, I was handed a book, purporting to be their journal, and from which I took a copy of all the entries therein, which copy is hereto attached, marked A. After taking said copy, I requested Mr. Williams to give me a certified copy of the same, or if he had not time to do so, to examine the copy I had taken, and certify the same; he replied that he would not do either. I believe said copy to be a true transcript of all the entries touching said lands up to that time, and the same is in my handwriting, and taken at the time above specified.

SAMUEL M. YOUNG.

A.

At a meeting of the trustees of the University of Michigan, held on the 25th June, 1827, the following resolution was adopted:

*Resolved*, That the chairman be also requested to advise the Treasury Department of the acceptance of the tract, being lot No. 1, in township 3, in the U. S. R., on the Miami river, containing $201\frac{50}{100}$ acres, in lieu of a section, in the expectation that in the event that lot No. 2, of the same reserve, should revert to the U. S., then that the same shall be considered as a part of this sec-

tion, in accordance with the letter of the Commissioner of the General Land Office, of June 9, 1827.

The following [are] minutes of a meeting of the board, under date of the 12th August, 1828: "Major Wm. Oliver, of Ohio, appeared before the board and submitted a proposition to give to the trustees of this institution one section of land, to be selected from lands owned in the name of Martin Baum in the vicinity of Port Lawrence, or any of the public lands subject to entry at the expense of the applicant, in lieu of two tracts Nos. 1 and 2, at Swan creek, in the U. S. R. of 12 miles square, at the Miami rapids, heretofore selected by this institution, and applied for, but not yet granted.

"*Resolved*, That a committee be appointed to proceed to Port Lawrence, and after personal examination, to report on the foregoing proposition to this board, on or before the first November next.

"Hon. Austin E. Wing was appointed that committee."

Meeting, 22 August, 1828. The secretary presented the report of the Hon. A. E. Wing, made pursuant to a resolution of the board of the 12th instant, stating that he had proceeded to Port Lawrence, and examined the lands belonging to Martin Baum and others, at that place, which were proposed as an exchange for tracts Nos. 1 and 2, in the U. S. R., (at that place,) heretofore applied for by this board, containing $401\frac{50}{100}$ acres. That Major Oliver, the authorized agent of said Baum, has proposed to give to the University, in lieu of the said lots 1 and 2, to be relinquished by them, four several tracts, viz., lot No. 3, in the same reserve, containing $154\frac{25}{100}$ acres, ten acres of which to be reserved by said Baum at the mouth of Swan creek; lot No. 4, containing $143\frac{25}{100}$ acres; the S. W. $\frac{1}{4}$ of section 2, adjoining, containing 160 acres; and the W. $\frac{1}{2}$ of section 3, containing 320 acres; making, together, $767\frac{1}{2}$ acres; and that, in his opinion, the interests of this institution would be promoted by acceding to the said proposition. A communication from Major Oliver, accompanying the report, was also read, after full discussion on the subject of the proposition, and report above mentioned. Judge Sibley moved the following resolution, viz: The trustees assent and agree, the Secretary of the Treasury of the U. S. assenting thereto, to withdraw the location made at the mouth of Swan creek, of lots Nos. 1 and 2, and to locate a section in lieu thereof on other vacant public lands, on condition that lots 3 and 4 are conveyed in fee to the trustees of the University of Michigan, as a consideration of such relinquishment, provided the arrangement shall not prejudice or bar the location of a section in lieu therefor. On motion, Judge Sibley, Major Keasley, and Col. Larned were appointed a committee to confer with Major Oliver on this subject, and to report on Monday next, at 5 o'clock, P. M.

Meeting, 26 August, 1828. The committee appointed at the last meeting of the board to confer with Major Oliver on the subject of

the exchange of land at Swan creek, made report. The proposition of Major Oliver, in behalf of Martin Baum and others, as set forth in detail in the report of the Hon. A. E. Wing to this board, of the 20th inst., and the other propositions of Major Oliver, as reported by the committee above named, to give lots Nos. 4 and parts of sections 2 and 3, (first offered to the board,) and the sum of five hundred dollars, in lieu of section No. 3, having been duly considered—Resolved, That the assurances of this board be given to Major Oliver, that one of the said propositions be acceded to, and that notice of the election of this board to one of the said propositions will be given to him upon the return of his excellency Governor Cass, the chairman of this board.

C. C. TROWBRIDGE, *Secretary.*

October 2d, 1828. The subject of Major Oliver's proposition, in behalf of Martin Baum and others, having been duly considered—Resolved, That the whole matter be referred to his excellency Governor Cass, chairman of this board, with the request that he will be pleased to make such arrangement with Martin Baum and others, in conformity to the previous proceedings of this board, in that behalf, as he may deem best for the interest of the institution. Resolved, That this board do ratify and confirm any arrangements which may be made by his excellency the Governor, either with Messrs. Baum and others, or with the U. S., pursuant to the foregoing resolution.

Meeting on the 16th August, 1830. The following proceedings: Major Oliver, the agent of Martin Baum and others, appeared before the board, on the subject of the exchange of certain lands entered by this institution at Swan creek, on the Maumee river, which exchange was under consideration in August, 1828. After full consideration of the whole matter, and each member having submitted his views, it was moved by General Williams, that it is inexpedient to make an exchange of the lands in question; the question having been put, was carried; yeas 5, nays 3.

C. C. TROWBRIDGE, *Secretary.*

Meeting 23d November, 1830. Henry S. Cole appeared before the board, in behalf of Wm. Oliver, of Ohio, and moved that the vote of this board, passed August 16, 1830, declaring it inexpedient to make an exchange of lands at Port Lawrence with the said Wm. Oliver, be now reconsidered; which, being first discussed, was carried. Mr. Cole then renewed the application of Major Oliver, to have the exchange consummated, agreeably to the resolutions of the 26th August, 1828, and stated that he was authorized to add to the offer before made a quarter-section of the land adjacent to that for which the exchange was proposed. Mr. Wing moved that the proposition of Major Oliver, as stated in the proceedings of the 22d August, 1828, to wit, to give 767½ acres for lots 1 and 2, which proposition was in part acceded to on the 26th August, 1828, be

now selected as one of the two proposed by the said resolution of the 26th August, 1828. [The board adjourned, for a quorum, to the 2d Tuesday of January next.]

(Meeting, January 4, 1831.)—Mr. Wing moved that the proposition of Major Oliver, stated in the proceedings of August 22, 1828, to wit: to give 767½ acres of land, being the several tracts therein stated and specified, for lots 1 and 2—which proposition was in part acceded to on the 26th August, 1828—be now selected on the part of this board, and agreed to in conformity with the act of Congress upon the subject. Resolved, that the chairman be authorized to convey to the said Major Oliver the right of the University to the said lots 1 and 2, on receiving from him a conveyance to the University of the tracts offered by him. The ayes and nays as follows: yeas 7, nays 3.

February 7, 1831.—A deed was this day issued to Wm. Oliver, dated this day, and signed by the president and secretary of the board of trustees, in conformity to the order passed at the last meeting; the said Oliver's deed having been received for the lands proposed by him to be conveyed.—C. C. Trowbridge, Secretary.

Meeting 11th October, 1834.—A communication was received from Wm. Oliver, proposing to purchase the lands in the Maumee tract conveyed to this institution on the 7th February, 1831, and to pay therefor $5,000, or to lease the same perpetually, and to pay the interest on $5,000 as the rent thereof, and requesting the board to appoint a committee to examine the lands at his expense, and to report their opinion.

24th October, 1834.—Major Keasley, from the committee appointed to examine the lands on the Maumee, and report upon Major Oliver's proposition for the purchase thereof, made report in favor of selling the lands for $5,000—payable $1,500 1st May, 1835; $1,500 1st November, 1835; and $2,000 1st May, 1836, with interest. Resolved, that the trustees of the University of Michigan approve of the terms of purchase proposed by Major Oliver, in his communication of October 9th, 1834, and more particularly stated in the report of Major Keasley; and recommend to Congress to carry the same into force and effect. Resolved, that the Governor of the Territory, and Messrs. Woodbridge and Biddle, be a committee to give effect to the foregoing resolutions, by granting conveyances or otherwise, should Congress pass an act sanctioning the sale.

Meeting, Friday the 5th May, 1837.—Resolved, that the president pro tem. and six of this board be, and they are hereby, authorized and required to remise, release, and quit-claim to Wm. Oliver, his heirs and assigns, the several parcels of land mentioned and described in an act of Congress of U. S., entitled an act to authorize the conveyance of certain lands belonging to the University of Michigan, approved March 22, 1836. Resolved, that the secretary of this board be authorized to loan to Wm. Oliver five patents, to

be used in testimony in the circuit court of the United States for the State of Ohio.

Sworn to and subscribed before me, at Toledo, April 27, A. D. 1841.

A. F. PERRY,
*Special Master Commissioner.*

*S. B. Comstock's deposition.*

UNITED STATES CIRCUIT COURT, *district of Ohio, ss:*

ROBERT PIATT
vs. } In chancery.
WILLIAM OLIVER et al.

Deposition of Stephen B. Comstock, taken in this case on the part of William Oliver and Micajah T. Williams, defendants, before the special master commissioner appointed by a decree of this court at its December term, A. D. 1840. Present, Micajah T. Williams, acting for himself and Oliver, Robert Piatt, complainant, and Samuel M. Young, esq., attorney for Alex'r H. Ewing, one of the defendants.

Personally appeared before me, at Toledo, Stephen B. Comstock, and, being duly sworn, testifies and says:

Question 1st, by commissioner. Did you ever act as agent for William Oliver, or for him and M. T. Williams, in relation to the Port Lawrence property in controversy in this case, and when did your services commence and end?

Question 2d, by same. Examine the book now presented to me by John Fitch, esq., marked Y, and say whether it is the original and only book kept in relation to the Port Lawrence Company transactions, since you became acquainted with the same; whether all or any part of this book was kept by you, as the agent of the company, and whether it contains a full and true account of the sales, receipts, and disbursements of the company, and of the company transactions, during your agency. (Sales of company shares excepted from this question.)

Question 3d, by same. Whether that part of said book, purporting to give an account of meetings of the proprietors at different times, contains the actual and true history and record of the doings of said proprietors at their several meetings therein mentioned, and whether those were the only meetings of the proprietors that were held during the period covered by the book.

Question 4th, by same. Whether the paper on record in the recorder's office of this (Lucas) county, purporting to be your contract for the purchase of one-fourth of tracts Nos. 1 and 2, is the contract actually entered into by you for that purpose, and whether the consideration therein mentioned is the correct and only consideration given, or agreed to be given, by you for said purchase; and whether it contains, in other respects, a full and true account of said purchase.

Question 5th, by same. Explain your charges on the credit side of your account in said book, pages 46 and 56, for lumber, glass, brick, nails, and other materials, and expenses for building. Were these expenditures made by you, by the directions of the company?—and state briefly the nature of the transactions to which they relate.

Question 6th, by same. Explain your charges, $170 and $24, for the Adrian road, and the nature of the transactions to which they relate.

Question 7th, by same. The same question as to the Portage road and Indiana road, for which charges are made by you in said book, and also for making road to Maumee.

Question 8th, by same. Explain the charge for prospectus of Gazette, and the nature of the transaction.

Question 9th, by same. Explain the charges for payment on railroad stock, and the nature of the transaction to which they relate in your account.

Question 10th, by same. Explain, if you know, the nature of the account in said book, pages 63, 64, with W. J. Daniels & Co.; amount of stages, &c.; and the nature of the transactions to which it relates.

Question 11th, by same. The same question as to the Port Lawrence and Vistula suspense account, pages 65, 66, in said book.

Question 12th, by same. The same question as to the account on page 69 of said book.

Question 13th, by same. The same question as to the account on page 83 of said book, with reference to Hotel Company.

Question 14th, by same. The same question as to account on page 87 of said book, relating to Erie and Kalamazoo Railroad Company.

Question 15th, by same. There appears to have been a stop made in the accounts in said book, August 1st, 1837; interest, cost, and balances struck at that time. Explain the reason of that, if such a thing took place. What was the object, and was there a settlement assented to among the proprietors, according to the balances then struck?

Answer to question 1st. I acted as agent for William Oliver and M. T. Williams, in relation to the Port Lawrence property in controversy in this case, from some time in September, A. D. 1832, until the fall of A. D. 1834.

Answer to question 2d. The book referred to is the original and only book kept by the company in relation to the Port Lawrence Company's transactions. No part of said book was kept by me. Said book was first used at a meeting of the proprietors in A. D. 1835. The entries made in said book of the contracts made by me, as agent for William Oliver, were made by Edward Bissell; my account with the company was made by Isaac S. Smith. Most of said book is in the handwriting of said Smith, who now resides at

Buffalo, N. Y.; it contains a full and true account of the sales, receipts, and disbursements of the company's transactions during my agency. I cannot say whether the account on page 6 is correctly stated. If Burnet says he paid me the amount due, I am to account for it.

Answer to question 3. That part of said book, purporting to be an account of the meetings of the proprietors at different times, contains, so far as my knowledge extends, the actual and true history and record of the doings and transactions of the proprietors at the several meetings there mentioned, and were the only meetings held by the proprietors of which I have any knowledge; and I think I should have known if there had been any others.

Answer to question 4. The paper on record in the recorder's office of this (Lucas) county, purporting to be my contract for the purchase of one-fourth of tracts Nos. 1 and 2, is a correct record of the contract actually entered into by me for that purpose; and the consideration there mentioned is the only consideration agreed to be given or given by me for said purchase; and it contains, in other respects, a full and true account of said purchase.

Answer to question 5. The charges on the credit side of my account in said book, referred to on pages 56 and 57—46 *and* 56—are for disbursements made by me for making plats and surveys of the town of Port Lawrence, and for recording the plats of said town, and for making the following improvements, viz: a wharf and warehouse on lot No. 1, and a wharf at the foot of Monroe street; a tavern-house, barn, well, and fence, on lots Nos. 9, 10, 31, and 32; a small building for an office on lot No. 60; finishing a dwelling on lot No. 7; building a bridge over Swan creek; paying the estate of Oliver Spalding for improvements on lot No. 7, (the estate could not fulfil the conditions of the contract made by Oliver Spaulding, and I deemed it but justice to pay the estate for the improvements;) for clearing a portion of said plat, making ditches, and improving streets on the town plat. The charges in relation to the Adrian road, are for money paid toward opening and improving a road between Port Lawrence and Adrian, and were expended in the Cotton Wood swamp. The charge in relation to the river road to Maumee, is for money paid for the improvement of that road between Port Lawrence and Maumee. The charge in relation to Portage road, was for money paid to open a road from the south bank of the river Maumee, opposite Port Lawrence, to a point on Portage river, about four miles below the United States turnpike. The charge in relation to the Indiana road, is for money paid towards the survey of said road from Vistula west to the State line of Indiana; this road is now open as a public road. The charge in relation to the prospectus of the Gazette, was to pay for the said prospectus—the object of which was to establish a newspaper at Port Lawrence; and the charges in relation to Mr. Brown and the Gazette, are for money paid to Mr. Brown, to enable him to con-

tinue the publication of the Gazette; some of the money might have been paid him before he commenced its publication. The charge in relation to Platt and Miller, was for paying them to relinquish lot No. 29, which they had purchased of the company. The foregoing improvements, disbursements, and expenditures, I was fully authorized by the proprietors of Port Lawrence, and in my power of attorney from William Oliver, to make; and the above expenditures were examined and allowed by said proprietors, at a meeting held by said proprietors at Toledo, in July, 1835. These improvements were made to enhance the value of the Port Lawrence property—to induce others to purchase, improve, and settle in the place, &c., to promote the prosperity of the town.

Answers to questions Nos. 6, 7 and 8, are contained in answer to question No. 5.

Answer to question 9. The charges in relation to railroad stock, are for shares of stock in Erie and Kalamazoo Railroad Company held by me, and which I let William Oliver and Edward Bissell have for the amount I had paid, with interest. I believe M. T. Williams was interested with Oliver in the stock he took, and that Smith & Macey, and Pratt & Taylor, were interested with Bissell in the stock he took. They took the stock individually, and not as the Port Lawrence Company. It was a matter of convenience to me for them to have it placed to my credit.

Answer to question 10. In the winter of 1834–'35, the stage line between Maumee and Monroe was purchased, one-half by the proprietors of Vistula, one-fourth by Mr. Palmer, in behalf of the Port Lawrence Company, and one-fourth by W. J. Daniels & Co. The purchase was made for the purpose of bringing the mail and stages into Toledo. W. J. Daniels & Co. had the charge of running the stages. I believe the account relates to the payments made for the horses and coaches, and expenses in running the line of stages between Monroe and Maumee.

Answer to question 11. The Port Lawrence and Vistula companies agreed that all expenditures and expenses, made and incurred by either company, or by both acting in concert, that were equally beneficial to the interests of both companies, should be paid, one-half by the Vistula company, and one-half by the Port Lawrence company. The account on pages 65 and 66 were deemed to be of this character, and is there stated for the purpose of showing the amount that should be paid by either company. The Vistula company owned property immediately below and adjoining to Port Lawrence.

Answer to question 12. I cannot explain the accounts on page 69, in relation to stage business, any more fully than is contained in preceding answer. That in relation to the railroad, is for expenses incurred in the survey and location of a railroad between Toledo and Sandusky city. I am not certain whether it also includes the expenses of the survey and estimate of a railroad from Toledo west to the Indiana State line.

Answer to question 13. I cannot answer this question positively.

Answer to question 14. I know nothing of the account referred to.

Answer to question 15. There has been no meeting of the proprietors of Port Lawrence, for the transaction of the business of the company, since September, 1837; this is the only reason I can assign for the accounts not being more fully stated since that year. The object in stating the accounts to that time, (August 1, 1837,) was to show the condition of the company, and the true state of the accounts between individuals and the company, and settle balances, so far as practicable. The accounts, as stated up to the 1st day of August, 1837, were assented to by all the proprietors; but the accounts with Mr. Palmer, and with W. J. Daniels & Co., were not fully adjusted.

Question 16, by M. T. Williams. By whom was the charter for the Erie and Kalamazoo railroad obtained? Was it by the proprietors of Port Lawrence, or any of them? And what was the principal inducement to the proprietors to obtain the charter and build the road?

Answer. Darius Comstock and others, in Lenowee county, together with myself, and at my instance, obtained said charter, and organized the company. The object of the proprietors of Port Lawrence in obtaining the charter, and in building said road, was to enhance the value of the Port Lawrence property, and increase the facilities of travelling and transportation to and from the interior of Michigan.

Question 17, by same. Were the subscriptions to the stock of this road made by you at the first organization of the road company, a part of which you say was subsequently transferred to Edward Bissel and William Oliver, made with the object of advancing the interests and value of Port Lawrence, and in the expectation that the proprietors would take part of it?

Answer. It was.

Question 18, by same. Do you or do you not believe that the construction of this road has tended, and does very materially tend, to the increase of business and the value of property in Toledo?

Answer. The construction of the road has and does contribute very materially to the business and prosperity of Toledo.

Question 19, by complainant. Have you any interest in the event of this suit; have you received conveyances under your purchase from Oliver; do you expect to receive any other or further assurances of title from Williams or Oliver; and will such right be, in your opinion, influenced by the event of this suit?

Answer. I do not know that I have any interest in the event of this suit. I have received conveyances under my purchase from Oliver. I have an interest in property yet held in common. It will depend upon the disposition made by the proprietors of the property held in common, whether I receive title to any. The property referred to, as yet held in common, is several lots set apart

by the proprietors for a hotel. I am also interested to obtain title to four lots that have been sold by the company. Such right will not be influenced, in my opinion, by the result of this suit.

Question 20, by same. In your answer to question No. 1, you say that you acted as agent to the Port Lawrence Company, from September, 1832, to the fall of 1834. During this period what was the nature of the agency of Williams and Oliver, or either of them; how frequently were they, or either of them, at Toledo, (Port Lawrence? Did Oliver personally superintend, during any portion of the time, the improvements spoken of by you, or the making of contracts, or the business of town building; or was this business transacted as part of the consideration of your purchase?

Answer. Neither Williams nor Oliver exercised any agency over Port Lawrence further than to advise me of their views during the period I acted [as] agent. I think that in the summer of 1834, Oliver made some contracts for the sale of lots, when he was here. Oliver superintended no improvements; that business was transacted by me as part of the consideration of my purchase. Oliver was here in the summer and again in the fall of 1834. I do not recollect of his being here at any other time during my agency; it is possible, however, that he might have been. I have no recollection of Williams being here during that time.

Question 21, by same. From what materials were the accounts made up by Smith and Bissel, in 1835; and upon what evidences were the receipts and disbursements made?

Answer. That part in relation to sales was taken from the contracts themselves, except in a few instances, in which it was taken from memoranda and statements given by me; the other part of the account was taken from the account which I rendered against the company, together with vouchers and receipts I had taken. I did not, however, leave a receipt for every item of expenditure.

Question 22, by same. After the completion of the warehouse on lot No. 1, by whom was it occupied; at what rent, and to whom was the rent paid; and what has been the value of the rents and profits, since its erection?

Answer. The warehouse was occupied by A. Palmer & Co. whilst I was agent; and afterwards, by Palmer, Bush & Co. until the spring of 1840. It was completed in the spring of 1833, and occupied by A. Palmer & Co. and Palmer, Bush & Co., from that time until the spring of 1840. I think A. Palmer & Co. were to pay rent after the second year. I never received any, and cannot say what rents were ever paid for it, or that any have been paid, other than the establishment of a forwarding house and mercantile establishment. From the spring of 1835, being the expiration after the two first years, to the spring of 1840, when Palmer, Bush & Co. left the warehouse, I think the rent was worth at least $300 per year.

Question 23, *by same.* When was the tavern-house completed; what was and is it called? If called the Toledo House, to whom was it leased; for what period of time; at what rent; what were the rents and profits worth; has it been sold by the Port Lawrence Company, and if so, to whom, when, and at what price?

Answer. The tavern-house was completed in the spring of 1834. It was and is called the Toledo House. No rent was received for it during my agency. It was occupied but a short time after it was completed, before it was sold. In July, 1834, the following lots, viz: No. 9, thirty-four feet from the upper side of No. 10, Nos. 31, 32, 234, 240, and 241, including the Toledo House, were sold to William P. Daniels, for the sum of three thousand and five hundred dollars.

Question 24, by same. In your answer No. 5, you have spoken of improvements made on other lots. Can you describe these lots particularly; if so, what was the description and value of such improvements to the lots respectively; what the value of the rents and profits? If any such lots have been sold, which of them, when, to whom, at what price, and for whose benefit?

Answer. Lot No. 60, on Monroe street, was improved by a small frame building, about 14 by 28 feet, one story high, once occupied by me as an office, worth about $200 to the lot. This lot and lot No. 58 were sold by me in 1834 to Job Boudet, for $375, for the benefit of the Port Lawrence Company; a portion of the purchase money was applied on what the company owed to the purchaser, for work done on the Toledo House, and other buildings of the company. This constitutes all the building of houses done by me, except to complete the building on town lot No. 7, received back by the company, as previously stated by me. I did not sell this lot; but, by reference to the company book, I find that it was sold to Daniel McBarn for the sum of eighteen hundred dollars in the month of July, 1835. I did not charge myself with rent, for the time I occupied the building on lot No. 60; nor do I know of any rent being received for that on lot No. 7. The building on this lot (No. 7) was worth to the lot about $250. There may have been some rent paid since my agency ceased.

Question 25, *by same.* Was an account kept, during your agency, of the rents and profits; and, if so, where and by whom?

Answer. I do not know of any.

Question 26, *by same.* What is the present value in money of the improvements on the lots enumerated in your answer to question No. 5?

Answer. About three thousand and five hundred dollars. This does not include additional improvements upon the Toledo House property, made since it was sold, amounting to about twenty-five hundred dollars.

Question 27, *by same.* In your answer to question No. 9, you say that the subscription to the capital stock of the Erie and Kalama-

zoo Railroad Company, was an individual and not a company transaction. To whom were the certificates of stock, apportioned to Williams and Oliver, issued? Have they, or either of them, to your knowledge, treated it as company property, or claimed the profits and dividends thereof?

Answer. I transferred the stock to Ohio. I cannot state to whom the certificates were issued. I have heard them treat it as individual property, and not otherwise. I do not know whether they have ever claimed any of the dividends and profits.

Question 28, *by same.* You say that the railroad referred to here contributed largely to the growth of Port Lawrence. Has it not also contributed largely to the advantage of the corporation or stockholders? Was the advantage of the town the only motive that induced the undertaking? By whom was the majority of the stock *holders?*

Answer. In my opinion, it has not contributed to the advantage of the corporation or stockholders, except indirectly to the owners of property in Toledo and Adrian. I believe that advantage to the town was the governing and controlling motive with the proprietors of Toledo, to induce them to join in the undertaking to construct the road. A majority of the stock was taken, and, I believe, is still owned by the proprietors of Port Lawrence.

Question 29th, *by same.* Were any sales made by Williams and Oliver, or either of them, of lots in tracts 1 and 2, or 3 and 4, or of 86 or 87, or either of the quarter-sections, during your agency, not entered, or the proceeds of which were not entered, in the company books before referred to?

Answer. I do not know of any, but I have understood that Oliver, in 1835, sold lot No. 13 to Andrew Palmer.

Question 30th, by same. Do you know whether any, and if any, what lots were set apart to be sold to raise a common fund? What was the object in raising that fund, and what disposition has been made of the lots?

Answer. All I know is, that at a meeting of the proprietors in 1837, in the month of September, a resolution was passed, directing the conveyance of lots Nos. 109, 110 and 111, to be conveyed to Benjamin S. Brown, in trust, to be sold, and the proceeds [to] be applied in a manner beneficial to tracts 1 and 2, and particularly to the improvement of the channel of the Maumee river at the mouth of Swan creek. These lots, I understand, have been conveyed to the trustee, where they now remain, as I am informed. None of the improvements contemplated by the resolution have been made.

Question 31st, by J. Fitch. Does the item $3,595 94, moneys stated in your account in book Y to have been expended in grading, embrace all the expenditures of that nature made by you for the proprietors of Port Lawrence; and, if not, what other expenditures have been made?

Answer. It does embrace the whole amount of expenditures for grading and filling in sewer made by the proprietors; but an additional sum of $490 was paid by individual subscription for same purpose.

STEPHEN B. COMSTOCK.

The above named Stephen B. Comstock made solemn affirmation to the above, according to the law in such case provided, before me, this 28th day of April, 1841, and then subscribed the same in my presence.

A. F. PERRY,
*Special Master Commissioner.*

*Lyman Wheeler's deposition.*

UNITED STATES CIRCUIT COURT, *District of Ohio, ss:*

ROBERT PIATT
*vs.*
WILLIAM OLIVER et al. } In chancery.

Deposition of Lyman Wheeler, taken before the special master commissioner appointed in this case, under a decree of this court, at its December term, A. D. 1840. Present, M. T. Williams, acting for himself and Wm. Oliver, and John Fitch, esq., their attorney; also Robert Piatt, complainant, and M. H. Tilden, esq., his attorney; also Samuel M. Young, esq., attorney for Alexander [H.] Ewing.

Personally appeared before me, at Toledo, Lyman Wheeler, and being duly sworn, testifies and says:

Question 1st, by commissioner. Have you at any time rented property of M. T. Williams and William Oliver, or either of them, in Toledo?—and, if so, state what property you rented, how much you paid, when you paid it, and how much, if any thing, is still due to them, or either of them.

Answer. I have never rented property of either of the persons alluded to. Mr. William Oliver requested me, in May or June, (I think in June,) 1839, to act for him as agent, in the oversight and collection of rent for a small building now occupied as a grocery, on the east half of lot No. 2, Port Lawrence division of Toledo. It was leased for a year, to terminate in the spring of 1840, to a Mr. Elliott, by Mr. Oliver, for some consideration connected with the building and improvement. No money passed for rent that year. Since the expiration of that year, in the spring of 1840, I let Mr. Bakeman have the possession, with an understanding that he is to pay seventy dollars per year. Of this sum, fifty-eight dollars *has* been paid, as follows, viz: $6 cash, May 6, 1840; $5 cash, June 11, 1840; $19 cash, October 15, 1840; $28 cash, April 28th, 1841. The above sums I credit as cash; they were received as follows, viz: $10 63, painting, plastering, and brick mason-work,

for repairs on the building by Bakeman; $2 00, mason work and tin tube for store, for same building, allowed to Bakeman. These sums I also charge as cash, with addition of a charge of $5 00 for my services to Oliver. The balance due Oliver for that year's rent is $2 00. This building was on the premises as early as the fall of 1835, when I came to this place. I should think, in 1835 and 1836, [it] was not worth over $50 rent per year; in 1837 and 1838, I think it would have rented for $100 per year. It is a shell of a building, and must have required considerable repairs each year, however.

LYMAN WHEELER.

Sworn to and subscribed before me, at Toledo, this 28th day of April, 1841.

A. F. PERRY,
*Special Master Commissioner.*

*J. Fitch's deposition.*

UNITED STATES CIRCUIT COURT, *District of Ohio, ss:*

ROBERT PIATT
*vs.*
WILLIAM OLIVER et al. } In chancery.

Deposition of John Fitch, esq., taken before the special master commissioner appointed under a decree of this court, in this case, at its December term, A. D. 1840. Present, M. T. Williams, acting for himself and William Oliver; Sam'l M. Young, attorney for Alex. H. Ewing; Robert Piatt, complainant, and M. H. Tilden, esq., his attorney.

Personally appeared John Fitch, esq., before me, at Toledo, and being duly sworn, testifies and says:

Question 1st, by commissioner. Please state how and when the book which you have produced to me, marked Y, came into your possession, and what you know about who kept it up to that time.

Question 2d, by same. Have you acted as the agent of William Oliver and M. T. Williams, and others, proprietors of Port Lawrence, in relation to the property in controversy in this case, and how long? State also whether this book, above referred to in question 1st, is the original and only book of accounts ever kept by the proprietors, in relation to their Port Lawrence property.

Question 3d. Have you heard all or any of the said proprietors acknowledge or recognise that book, and the accounts as stated therein, to be the correct account of Port Lawrence Company transactions; and, if so, which of them; and have you heard the same since the balances were struck in said accounts, August 1, 1837?

Question 4th, by same. Do you know of any sales of town lots, or other company property, (company shares of the real estate in controversy excepted,) made by the proprietors previous to the partition of town lots in the Port Lawrence division of Toledo, on

tracts 1 and 2; or any made since the partition by Williams and Oliver, or either of them, which have not been entered in said book?

Question 5th, by same. Do you [know] any thing of the matters referred to in said book, pages 71 and 72? Whether any thing, and how much, has been collected from the land contracts there mentioned as unpaid; and whether any thing, and how much, has been collected from the stage concern there mentioned? Whether any thing, and how much, has been collected from sales of undivided property, middle ground, there mentioned? Whether any thing, and how much, has been paid back to Vistula on suspense account; and if any thing has been received or paid on either of these matters, when was it so received or paid?

Question 6th, by same. Is it within your knowledge how much, or whether all of the property which fell to Williams and Oliver, or either of them, at the different partitions mentioned in said book, has been productive of rents, or has been in a situation to have its use valuable to any body, without further improvements? What part of it has been valuable or productive, and of how much value, and how much money has been received by each, and when? State as particularly as you are able.

Question 7th, by same. The same questions with regard to the other tracts in controversy in this case, not partitioned, viz: tracts 3, 4, 86, 87; southwest quarter of section 2, township 3; northwest and southwest quarters of section 3, township 3.

John Fitch, of Toledo, being duly sworn, deposeth and says: that the book marked Y, referred to in the first above interrogatory, first came into this deponent's possession in the fall of 1838. That prior to the time it came into the possession of this deponent, it was kept by Benjamin S. Brown, late partner of this deponent; and upon his decease, which took place in [the] fall of 1838, the book came into the possession of this deponent. I have no knowledge by whom the said book was kept, previous to the time it came into the hands of said Brown. Said Brown acted as agent for the company in the year 1838, and kept the book usually in a safe in our land office at Toledo, and where the same remained at the time of his decease.

In answer to the second interrogatory above named, deponent further testifies, that he never was appointed agent by all the proprietors of Port Lawrence; that some time after the death of said Brown, and, as this deponent thinks, in December following, Wm. Oliver requested this deponent to keep said book safely, and attend to the interests of the several parties interested, and receive moneys due upon contracts for lots, and attend to the payment of taxes upon the lots of said Oliver; Micajah T. Williams, Lot Clark, and Charles W. Lynde have made similar requests, so far as the payment of taxes are concerned. This deponent has never considered himself as the regularly authorized agent of the proprietors. I be-

lieve said book to be the original and only book of accounts ever kept by the proprietors, in relation to their Port Lawrence property; at least, I never saw nor heard of any other.

In answer to the third interrogatory, deponent further states, that he does not now recollect of ever having heard any of the proprietors acknowledge the said book, and the accounts therein stated, to be correct or incorrect; but that in all his intercourse with the said proprietors, or any of them, the said book has been recognised as the regular account book; and that he does not recollect of hearing the balances in any instance questioned, except in the accounts of Wm. Oliver and Andrew Palmer. In these accounts Wm. Oliver claims that there is an error, of which he has made a memorandum in writing, under the account of said Palmer. I do not recollect that any reference has ever been made to the book by any of the proprietors since I had charge of it, except the following persons, to wit: William Oliver, Micajah T. Williams, Stephen B. Comstock, Richard Mott, Edward Bissell, and James Myers. These several persons have, so far as my knowledge extends, ever treated it as the original and correct book of accounts, with the exception above named; before the book came into my hands I never heard any of the proprietors say any thing particularly about it, that I recollect of.

In answer to the fourth interrogatory, deponent further states, that he knows of no sale of the description named in this interrogatory, except one made by William Oliver to Charles G. Keeler and Timothy O'Connell, on the 30th June, 1840, by which he contracted to sell to them the upper one-third part of lot No. 14, for the consideration of $600, to be paid as follows, to wit, $200 in hand, $200 in six months afterwards, with interest, and $200 in twelve months after date, with interest; and that the two first payments have been made, and one hundred dollars paid upon the last payment; so there is now to become due but one hundred dollars, and interest. This lot was one which belonged, by the divisions, to William Oliver, and is not entered in said book.

In answer to the fifth interrogatory above named, this deponent further states, that there has been payments made upon the land contracts mentioned on pages 71 and 72, of said book, and referred to in this interrogatory; that all, however, which this deponent has any knowledge of, is entered in said book, under the statements of the several contracts upon which the same was to apply, and will be found by reference to said book. That he does not know of any thing having been collected from the stage concern, or by sales of undivided property or middle ground there mentioned; nor does he know of any thing having been paid back to Vistula on suspense account; and this deponent says further, that he could not state the amounts paid, nor the time when paid, except by reference to said book.

In answer to the sixth interrogatory above named, this deponent further states, that a small part of said property referred to in this interrogatory, has been productive since this deponent has had any

knowledge of it. Lot No. 1 was formerly occupied by Palmer, Bush & Co., at an annual rent of $200, payable semi-annually. The lease given by said Oliver to them was for three years, from the 1st of August, 1836; that said Palmer, Bush & Co., as this deponent believes, occupied the warehouse and wharf upon said lot during the continuance of their lease; but what payments, if any, were made by them for rent during that time or since, this deponent is entirely ignorant, except one item of $50, which this deponent understood was to be credited to said Palmer, for a small office erected by him upon the premises. That said lease is in this deponent's hands for collection, but what the amount due now is this deponent is entirely ignorant. That on the 23d of September, 1839, said Oliver rented to Christian Hertzler the same premises, and 30 feet from the easterly side of lot No. 2, (excepting 20 fronting on Summit street, being part of lot No. 2, and extending to the railroad,) for five years, commencing the first day of October, 1839, and ending 30th day of September, 1844, at four hundred dollars per annum for the two first years, and at five hundred dollars per annum for the last three years, to be paid semi-annually at the end of each six months; the said Hertzler also to construct a good and substantial wharf wall, of hewed oak timber, to be well secured by spikes and cross-ties, and filled in with earth. That said Hertzler went into possession under said lease, but has paid nothing thereon, as this deponent is informed and believes. That this deponent thinks the present annual value of said warehouse and wharf property would not exceed two hundred dollars. That in addition to the above, there is a small grocery, as this deponent believes, upon said half of lot No. 2; but what income, if any, is derived from that, this deponent is entirely ignorant, the same being in charge, as this deponent is informed, of Lyman Wheeler, as agent to collect the rents accruing therefrom. That this deponent knows of no other property of said Oliver in Port Lawrence that is productive of any rents, or is or has been in any situation to have its use valuable. That said Williams has rented to Gerrit D. Palmer a part of his water-lots, the terms of which, and the amount received, Andrew Palmer or said Williams will be better able to state than this deponent.

In answer to the seventh interrogatory, deponent further states, that on tract 86 or 87, and perhaps both, there is an improvement—a clearing which is fenced; but the lot as fenced includes other lands, as deponent is informed, besides those on 86 and 87; and what portion of said lot is on 86 and 87, or either of them, deponent is entirely unable to state, never having been upon the land. This improvement I rented last season for the sum of $25, which was paid. I have again rented it to the same man the present season for $20, and certain repairs to be made to the fences. The above $25 is all the money I have received for said rents, and was paid me some time in the month of December, but the precise day I am unable to state. I know of no other part of the lands which have been or are in any way productive.

Question 8. Look at bundle of contracts marked X, being severally numbered as follows, to wit, No. 6, 8, 26, 32½, 34, 37, 36, 22, 39, 15, 43, and contract for lot No. 13, and say whether they are the contracts for lots entered as sold in book marked Y; and if so, whether deeds have been made for said lots, or any of them.

Answer. The bundle of contracts referred to in the foregoing interrogatory contains the contracts for lots sold by the Port Lawrence Company, and which have not been deeded, as this deponent believes, with the following exceptions: contract 32½, being for lot 36, has been paid up and credited in the book, and a deed made by William Oliver, and sent to me for delivery, but has not yet been delivered, and is still in my possession. A deed has also been sent me by Oliver, for the lot contained in contract No. 26, but has not been delivered; and I believe, as appears by the book above referred to, a small balance still remains due upon this contract. Some of the contracts contain a number of different lots, and in some instances, part have been deeded and part not; but I believe in those instances where deeds have been given, they are either noted on said book or on the contract itself. These contracts are all that I find among the list of contracts in my hands which have not been deeded. Contract for lot 13 I believe is not entered upon said book.

JOHN FITCH.

Sworn to and subscribed before me, at Toledo, this 28th day of April, 1841.

A. F. PERRY,
*Special Master Commissioner.*

*Bissell, Palmer, and Lownsbury's depositions.*

UNITED STATES CIRCUIT COURT, *District of Ohio, ss:*

ROBERT PIATT
vs.
WILLIAM OLIVER et al. } In chancery.

The deposition of Edward Bissell, Andrew Palmer, and Levi S. Lownsbury, taken in this cause, before the special commissioner, appointed by a decree of this court at its December term, A. D. 1840.

The said deponents being persons selected by John Fitch as counsel for Oliver and Williams, two of the defendants, to appraise and fix upon the value of the property in controversy in this suit remaining unsold.

Personally appeared before me, at Toledo, the said Edward Bissell, Andrew Palmer, and Levi S. Lownsbury, and being duly sworn, severally testify and say:

Question 1st. Are you residents of the city of Toledo; and, if so, how long have you resided there?

Answer. The said Andrew Palmer, in answer to the first interrogatory, says: That he has resided in Toledo for the last eight years or thereabouts; the said Edward Bissell says, that he has resided in Toledo for the last ; and the said Levi S. Lownsbury says, that he has resided in Toledo for the last three years.

Question 2d. Look at the schedule now shown to you, marked A, containing a list of the unsold lots in the Port Lawrence division of Toledo, and say whether you are acquainted with said lots; and, if so, in your opinion, what is their present value?

Answer. We are severally acquainted with the situation of the several lots enumerated in said schedule, and have estimated and set opposite to each of said lots the present value thereof, as near as we can judge of the same, without reference to any depreciation in value, which might be created by the pendency of the present litigation; we estimate the lots put down to said Oliver at eighty-eight thousand and fifty dollars, and those put down to said Williams at eighty-six thousand eight hundred and fifty dollars.

Question 3d. Are you acquainted with tracts 3 and 4, 86 and 87, and the S. W. $\frac{1}{4}$ of section 2, town. 3, and the west $\frac{1}{2}$ of sec. 3, town. 3, in the 12 mile square reserve, at the foot of the rapids of the Miami of Lake Erie; and, if so, what in your opinion is the present value of that part of said tracts and sections remaining unsold?

Answer. We are familiar with the several tracts and parts of sections mentioned in the foregoing interrogatory, and estimate the present value of that part of the same which remains unsold at the several amounts put down and stated in schedule B, hereto annexed.

*Schedule A.*

Schedule A referred to.—Lots retained by William Oliver.

| No. of lot. | Value. | No. of lot. | Value. |
|---|---|---|---|
| 2, 1 & $\frac{1}{2}$ of, upper $\frac{1}{4}$ | $18,000 | 482, upper half - | $2,250 |
| 14, $\frac{1}{3}$ of - - - | 2,000 | 482$\frac{1}{2}$, $\frac{1}{2}$ - - | 450 |
| 29 - - - | 1,800 | 488 - - | 4,000 |
| 42 pr. - - | 1,000 | 496 - - | 400 |
| 65 - - - | 1,500 | 504 - - | 300 |
| 114 - - } | 16,000 | 506 - - | 300 |
| 115 - - } | | 531 - - | 300 |
| 143 - - - | 4,000 | 532 - - | 300 |
| 147 - - - | 1,500 | 568 - - | 200 |
| 179 - - - | 1,200 | 571 - - | 300 |
| 191 - - - | 600 | 583 - - | 300 |
| 208 - - - | 900 | 587 - - | 300 |
| 218 - - - | 1,500 | 602 - - | 200 |

| No. of lot. | Value. | No. of lot. | Value. |
|---|---|---|---|
| 229 - - - | $600 | 619 - - | $200 |
| 238 - - - | 600 | 623 - - | 200 |
| 243 - - - | 900 | 624 - - | 200 |
| 245 - - - | 600 | 639 - - | 150 |
| 248 - - - | 600 | 656 - - | 300 |
| 283 - - - | 500 | 661 - - | 200 |
| 291 - - - | 600 | 675 - - | 200 |
| 320 - - - | 400 | 676 - - | 200 |
| 321 - - - | 600 | 677 - - | 300 |
| 322 - - - | 600 | 692 - - | 200 |
| 346 - - - | 600 | 696 - - | 200 |
| 348 - - - | 600 | 707 - - | 200 |
| 357 - - - | 400 | 710 - - | 200 |
| 373 - - - | 400 | 713 - - | 200 |
| 385, } lower side - | 10,800 | 716 - - | 150 |
| 386, } | | 753 - - | 150 |
| 387 - - - | 2,000 | 764 - - | 150 |
| 457 - - - | 500 | 775 - - | 200 |
| 462 - - - | 600 | 793 - - | 200 |
| 464 - - - | 500 | 794 - - | 200 |
| 798 - - - | 200 | 836 - - | 200 |
| 799 - - - | 200 | 848 - - | 200 |
| 809 - - - | 200 | 849 - - | 200 |
| 828 - - - | 200 | 858 - - | 200 |
| | | | $88,050 |

Lots retained by Micajah T. Williams.

| | | | |
|---|---|---|---|
| 116 - - - | $8,000 | 288 - - | $500 |
| 14, ⅓ of - - | 2,000 | 285 - - | 500 |
| 177 - - - | 900 | 350 - - | 500 |
| 166 - - - | 600 | 381 15-4 feet } | |
| 57 - - - | 900 | 382 " } | |
| 306 - - - | 600 | 383 " } | 30,800 |
| 237 - - - | 600 | 384 " } | |
| 259 - - - | 600 | 385 " } | |
| 216 - - - | 1,500 | 434 - - | 8,000 |
| 137 - - - | 4,000 | 451 - - | 500 |
| 155 - - - | 600 | 482, ½ of - - | 2,250 |
| 49 - - - | 900 | 482½, ½ of - - | 450 |
| 79 - - - | 900 | 498 - - | 1,000 |
| 328 - - - | 600 | 499 - - | 1,000 |
| 138 - - - | 4,000 | 500 - - | 1,000 |

| No. of lot. | Value. | No. of lot. | Value. |
|---|---|---|---|
| 63 | $1,500 | 501 | $500 |
| 156 | 600 | 512 | 200 |
| 196 | 600 | 513 | 300 |
| 66 | 1,500 | 515 | 300 |
| 159 | 600 | 525 | 200 |
| 264 | 600 | 545 | 300 |
| 303 | 500 | 581 | 300 |
| 349 | 500 | 591 | 300 |
| 301 | 500 | 595 | 200 |
| 601 | 250 | 737 | 200 |
| 607 | 200 | 738 | 200 |
| 637 | 200 | 759 | 200 |
| 644 | 200 | 760 | 200 |
| 655 | 150 | 765 | 200 |
| 657 | 300 | 789 | 200 |
| 665 | 150 | 800 | 200 |
| 669 | 200 | 808 | 200 |
| 680 | 200 | 818 | 200 |
| 681 | 200 | 823 | 200 |
| 689 | 200 | 827 | 200 |
| 691 | 200 | 829 | 200 |
| 705 | 200 | 833 | 200 |
| 714 | 200 | 834 | 200 |
| 718 | 200 | 846 | 200 |
| 726 | 200 | | |
| | | | $86,850 |

*Schedule B, referred to.*

| | | | | | |
|---|---|---|---|---|---|
| Tract No. 3, | $102\frac{84}{100}$ | acres, at | $1,000 | per acre | $102,840 00 |
| " 4, | $95\frac{50}{100}$ | " | 500 | " | 47,750 00 |
| " 86, | $79\frac{82}{100}$ | " | 50 | " | 3,991 00 |
| " 87, | $69\frac{50}{100}$ | " | 50 | " | 3,475 00 |
| $1\frac{1}{4}$ sec., | $106\frac{67}{100}$ | " | 20 | " | 2,133 40 |
| $2\frac{1}{2}$ sec., | $213\frac{34}{100}$ | " | 10 | " | 3,200 00 |
| | | | | | $163,389 50 |

ANDREW PALMER,
L. S. LOWNSBURY,
EDWARD BISSELL.

Sworn to and subscribed, by the above named Andrew Palmer, L. S. Lownsbury, and Edward Bissel, before me, at Toledo, this 28th day of April, 1841.

A. F. PERRY,
*Special Master Commissioner.*

*J. E. Hunt's deposition.*

UNITED STATES CIRCUIT COURT, *District of Ohio, ss:*

ROBERT PIATT,
vs.
WILLIAM OLIVER, MICAJAH T. WILLIAMS, et al.

Deposition of John E. Hunt, taken before , on behalf of William Oliver, Micajah T. Williams, two of the defendants above named, by consent of the complainant and Sam'l M. Young, acting as counsel for A. H. Ewing, also one of the defendants, and to be used before A. F. Perry, special master commissioner, appointed under a decree of this court at its last December term, A. D. 1840.

The said deposition being taken at Maumee, in the county of Lucas, on the 29th day of April, A. D. 1841.

Question 1st. By whom did you first hear the plan of locating the Wabash and Erie canal on the high level, from the head of the rapids, through Maumee city, to the mouth of Swan creek, as now constructing, proposed and urged; and was that plan then considered materially opposed to the interests and views of Maumee city, as to the location of said canal?

Answer. I first heard the plan of a high level from the head of the rapids to Swan creek spoken of by M. T. Williams, of Cincinnati, who, at the time, urged it upon me as being the most practicable and feasible route; and I considered the high level plan, as proposed by Mr. Williams at the time, as being materially opposed to the interest and views of Maumee city.

JOHN E. HUNT.

Sworn and subscribed before me, this 29th day of April, 1841.

H. CONANT,
*Justice of the Peace.*

*Oliver's vouchers for his charges for money paid for E. and K. railroad stock.*

William Oliver with Erie and Kalamazoo Railroad Company, for subscriptions due on 80 shares stock.

| | | | | | | |
|---|---|---|---|---|---|---|
| 1834. | | | | | | |
| Oct. 1 | Instalment of $1 per share | | | - | - | $80 00 |
| 1835. | | | | | | |
| Feb. 1 | Do | 2 | do | - | - | 160 00 |
| May 1 | Do | 3 | do | - | - | 240 00 |

| | | |
|---|---|---|
| 1835. | | |
| Oct. 1 | Instalment of $2 per share - - | $160 00 |
| 1836. | | |
| Jan. 1 | Do 5 do - - | 400 00 |
| April 1 | Do 5 do - - | 400 00 |
| June 6 | Do 5 do - - | 400 00 |
| 15 | Do 5 do - - | 400 00 |
| July 1 | Do 5 do - - | 400 00 |
| Aug. 1 | Do 5 do - - | 400 00 |
| 15 | Do 5 do - - | 400 00 |
| Sep. 1 | Do 5 do - - | 400 00 |
| 15 | Do 2 do - - | 160 00 |
| | Balance of interest due this day - | 74 66 |
| | | $4,074 66 |
| | By cash paid 3 first instalments - - | 480 00 |
| | | $3,594 66 |
| | Interest from 15th Sept., 1836, to 2d Jan., 1837—3 months and 18 days, 6 per ct. | 64 70 |
| | | $3,659 36 |
| 1837. | | |
| Jan'y 2 | Cr. by cash paid treasurer's draft - | 1,000 00 |
| | | $2,659 36 |
| | Interest from 2d Jan'y to 14th February, 1837—43 days - - - | 19 06 |
| | | $2,678 42 |
| Feb. 14 | Charges on treasurer's dft. ret'd protested | 6 87 |
| | | $2,685 29 |
| | Interest from 14th Feb'y, 1837, to 20th July, 1839—2 years 5 months 6 days - | 392 05 |
| | | $3,077 34 |
| | Cr. by cash p'd Ed. Bissell in June, 1839 | 100 00 |
| | Balance due E. and K. railroad, 20th July, 1839 - - - - | $2,977 34 |

*William Oliver in account with Erie and Kalamazoo Railroad Company, for eighty shares of stock, at $50 each, transferred from S. B. Comstock,* DR.

| | | | |
|---|---|---|---|
| 1834, Oct. 1, to 1835, May 1. | To 3 calls, $1, $2, and $3, on 80 shares - | $480 00 | |
| | By cash of S. B. Comstock—interest balanced - | 480 00 | |
| | | | $480 00 |
| 1835, Oct. 1, to 1836, Sept. 15. | To 2 calls, of $2 each, on 80 shares - - | 320 00 | |
| | 8 calls, of $5 each, on 80 shares - - | 3,200 00 | |
| | | | 3,520 00 |
| | To interest on last ten calls from the time they were respectively made to 15th Sept., 1836 - | 71 21 | |
| | To interest on same from 15th September to say 1st November - - - - - | 30 71 | |
| | | | 101 90 |
| | | | 3,621 90 |
| | Official dft. of 22d Oct., at 10 days' sight, presumed paid, for | | 1,000 00 |
| | | | 2,621 90 |
| | Interest to say 15th January, 1837 - - - | | 38 24 |
| | Balance 15th January, 1837, say - - - | | $2,660 00 |

E. E.

PH. C. FULLER,
*Tr. E. and K. R. R. Co.*

*Drafts.*

$1,000. ADRIAN, 22*d October*, 1836.

To WILLIAM OLIVER, esq., Cincinnati:

SIR: At ten days' sight, please pay to the order of Frederick Bissel, on account of Erie and Kalamazoo railroad stock, one thousand dollars.

PH. C. FULLER,
*Treas'r E. and K. Railroad Co.*

Accepted, November 1, 1836. WILL. OLIVER.

FREDERICK BISSELL.

Pay the order of Grimes, esq., cash'r Dayton bank.
PH. C. FULLER.

Pay order of J. N. Perkins, esq., cash'r.
ALEX. GRIMES, *Cash'r.*

$1,250. TOLEDO, OHIO, *Aug't* 20, 1838.

Three days after sight, pay to Philo C. Fuller, cashier, or order, twelve hundred and fifty dollars, the same being one-fourth part of the amount of your subscription for the building of Lucas county court-house; and oblige your obedient servants,

W. P. DANIELS,
ELI HUBBARD,
*Commissioners of Lucas county.*

To MICAJAH T. WILLIAMS & WILLIAM OLIVER, Cincinnati, Ohio.

Sept. 8. M. T. WILLIAMS.

WILLIAM OLIVER, by JAMES C. HALL.

Pay R. Whitney, esq., cashier, or order.
PH. C. FULLER, *Cash'r.*

Pay W. Rienhard, esq., cashier, or order.
R. WHITNEY, *Cash'r.*

Pay J. N. Perkins, esq., cashier, or order.
W. RIENHARD, *Cash'r.*

$206 76. TOLEDO, *December* 31, 1839.

SIR: At ten days' sight, please pay to the order of Samuel M. Young, esq., two hundred [and] six dollars and $\frac{76}{100}$, for value received—payable in current bank funds, in Life Insurance and Trust Company Bank, Cincinnati.

[WILL. OLIVER.]

To M. T. WILLIAMS, esq., Cincinnati, Ohio.

Taken up by joint note of Williams and Oliver, at 6 months, with interest.

Pay to the order of Messrs. Spencer, Blackley & Co.
SAM'L M. YOUNG.

*Letter of H. S. Cole to W. Oliver, marked as exhibit O, referred to in Oliver's deposition.*

DETROIT, *Nov'r* 26, 1830.

MAJOR WILLIAM OLIVER:

DEAR SIR: The day succeeding my last letter, Mr. Wing happened opportunely, with Col. Anderson, of Monroe, to be in town. The Colonel, having been apprized of the facts, agreed to wait a day, for the purpose of throwing his weight into your scale. A meeting was accordingly notified, but owing to the absence of Major Biddle, Judges Sibley and Woodbridge, and Colonel Larned, and the sickness of Judge Lieb, but *seven* attended, to wit: Gov. *Cass*, *Wing*, *Anderson*, *Rowland*, *Brown*, *Keasley*, and *Demoyers*. Upon a motion to reconsider the vote of last August, the three latter gentlemen voted in the negative. The Governor, by his casting vote, decided the question in the *affirmative*. After considerable discussion, in which Mr. Wing warmly and ably advocated your rights, and on presenting the main question—*which of the propositions should be acceded to*—Major Keasley, for the purpose of defeating the result, *declined voting*, and thereby, according to the decision of the Governor, the *quorum* was destroyed. As a last resort, and an expedient one, it was thought best to adjourn; and in order to secure the attendance of Anderson and Wing, I was obliged to assent to an adjournment to the *4th January next*. Meantime the secretary is instructed to notify *every* member of the board of the meeting, and the object. It is not probable, however, that there will be a full board, many of its members living without the county, and caring little or nothing *of* the transactions of the board. I am

sanguine in the expectation of *redress*, but believe, in the event of success, that it will be an exchange of lands merely; that is, the acceptance of your first proposition. I find that Wing favors this idea, thinking that the act of Congress does not authorize the trustees to *take the money*, nor, indeed, to go beyond a mere exchange. The effort, however, shall be made.

Truly your friend and servant,

HENRY S. COLE.

N. B.—I have spent a good deal of time in log-rolling, with my old friend Mr. D., but, as it seems, to little purpose.

*Letter—W. Oliver to A. F. Perry.*

I went from Cincinnati to Detroit in August, 1827, mainly to ascertain if the tracts one and two could be gotten out of the University. I found Governor Cass was friendly disposed, but on account of his official business requiring his presence up the lakes, the matter was not formally opened until I again visited Detroit in August, 1828. In the mean time, I have labored to produce a good feeling on the subject. From the time of opening the negotiation formally, I was sedulously engaged until the conclusion in 1831. It is impossible to present the difficulties interposed in the progress of the business. At a time when it was supposed the whole affair was concluded, and only waited the final action of the trustees, under an act then passed by Congress, the trustees, influenced by the active opposition of some three or four members, rescinded the whole arrangement by a formal resolution. I then again visited Detroit, and, after much time and great personal exertions, convened a board, and induced them to reconsider their rescinding resolution; and subsequently, by the active labors of H. S. Cole, esq., my attorney, carried out the exchange. The second arrangement was begun in 1834, and completed at date of deed from trustees to me, in 183–, during pendency of this suit. The same opposition that existed as to first was revived in the second, aggravated by the disputed Territory difficulties. In the law of Congress passed the session of 1834, 1835, the representation from Michigan, in obedience to popular sentiment, introduced provisions inconsistent with the terms of the agreement—authorizing a sale of the lands at public auction, for account of the University, instead of satisfying the contract.

In the mean time, Toledo had improved in its prospects, by the money and labors of the proprietors, so that great injustice would have been done me. It was thus made necessary for me to visit Washington the succeeding session, to procure the passage of a law securing to me the benefits of the arrangement and my labors about the place. I spent the winter at Washington, and got the act just in time to save the property from an auction sale. The subject was difficult and expensive in its management. In the first instance,

my advances for company account *was* but the exercise of feelings of friendship to purchasers of property in Port Lawrence, many of whom were tried friends and old associates, under the confident expectation that the company would keep me indemnified, at least to save their property. But in all this I was totally disappointed, and the necessity of resorting to the property for reimbursement was gradually forced upon me, until the conduct of the company indicated that the property was the only resource to make any money from. Thus, from the force of circumstances, I found my means so involved in the fate of Port Lawrence, that my exertions and reflections were almost exclusively directed to the advancement of Port Lawrence, all other transactions bending to the main enterprise of building up a town. To hold the property for the benefit of a rise, it was necessary to find the means of subsisting my family in the mean time, and to that end my exertions were extended, but in no instance to the prejudice of the property; on the contrary, the stations I filled contributed to give character and effect to my labors about Toledo. When it became necessary, I abandoned all other pursuits, and attended to it exclusively. The idea of recovering the advances made by me, peaceably, of the members of the Port Lawrence Company, after they had come to the conclusion it was a bad speculation, I found, after repeated exertions, and in truth, the persons then interested and alive, unwilling, if able, to make further advances. Complainant stated to me, emphatically, he would pay nothing; that claimants might sue Baum, and if he was compelled to pay, then he could sue the company or members thereof; and that complainant cared nothing for the creditors of the company. And such was the conduct of other members, when called on for contribution. I was not inclined to go against Martin Baum, personally, in his then state of mind, pecuniary embarrassments, and loud complaints of the delinquency of his associates, and the great losses he must submit to for advances made for company account. And besides, I regarded it just and honest, that the company property should be made answerable for company debts. It is impossible to state accurately the time employed in and about the property. It was the engrossing business topic, occupying my time largely, in reflecting, corresponding, and arranging, to produce advantageous results. I conceived myself acting without control, or subject to other interests; made no memorandum of time, and frequently none of money expended. I labored day and night in effecting the negotiations, which required from eight to ten years in the whole, in establishing and improving the town. There *were* required constant vigilance to correct public prejudice, to shape public improvements, that Toledo should be the termini. None but those familiar with my exertions and labors can be made to understand the extent of labor by written statement.

WILL. OLIVER.

*Bundle A.—No. 1.*

DR. *The proprietors of Port Lawrence in account with Martin Baum, agent.*

| | | |
|---|---|---|
| 1817. August | To amount of expenses paid by Gen. W. C. Schenck in laying out Port Lawrence, per his account | $570 82 |
| | To General Schenck's services in laying out the same, per ditto | 250 |
| | To paid D. Roe, for writing | 2 |
| | " for acknowledging power of att'y | 25 |
| | " advertising sale of Port Lawrence | 19 |
| | " for printing handbills, certificates, &c. | 13 50 |
| | " Thomas Henderson, for plats | 5 |
| | " W. Oliver's services, per account | 1,070 |
| | " recording plat of Port Lawrence | 5 |
| | " acknowledging ditto | 25 |
| | " for plat | 1 75 |
| | " auctioneer | 5 |
| | | $1,942 57 |
| | To balance due M. Baum | $146 81 |

CR.

| | | |
|---|---|---|
| 1817. August | By amount of 1st instalment received for lots sold in Port Lawrence | $1,180 |
| | By 2d instalm't rec'd of W. Oliver | 113 76 |
| | " " M. Baum, ass'ee W. C. G. | 84 |
| | " M. Baum, ass'ee of T. & D. Gwynne | 38 50 |
| | " Oliver & Ruffin | 32 25 |
| | " do. assignee do. | 12 75 |
| | " G. Trevott do. | 13 |
| | " W. C. Schenck | 25 |
| | " Stickney & Turner | 240 |
| | " W. Wilson | 36 50 |
| | " do 1st instalment | 20 |
| | " balance | 146 81 |
| | | $1,942 57 |
| | By J. H. Piatt & Co., ½ | $73 40½ |
| | the other company | 73 40½ |
| | | $146 81 |

*No. 2, b. A.*

DR. *Port Lawrence Land Company in account with Martin Baum.*

| | |
|---|---|
| To cash paid amount of expenses for laying out Port Lawrence, as per account exhibited by Schenck & Oliver | $570 82 |
| To amount of Gen. Schenck's salary, for his services and expenses paid by him | 250 |
| To cash paid Major Oliver's 1st quarter's salary | 300 |
| " ditto 2d ditto | 300 |
| " paid Daniel Roe, for writing | 2 |
| " ditto for acknowledging power | 25 |
| " ditto for advertisements | 9 |
| " ditto for plat making | 5 |
| " ditto for county seal | 50 |
| " ditto for printing post-bills | 3 50 |
| " ditto for certificates | 10 |
| " ditto advertising at Louisville | 5 |
| " ditto advertising at Lexington, not yet ascertained, supposed | 5 |
| | $1,461 07 |
| Balance in my hands | 19 26 |
| | $1,480 33 |
| CR. | |
| By amount of cash received, being first instalment on lots sold, as per statement | $1,180 33 |
| By cash received of J. H. Piatt & Co., half of Oliver's quarterly salary | 150 |
| By cash received of the other party | 150 |
| | $1,480 33 |

*No. 3, b. A.*

*The Port Lawrence Company in account with W. C. Schenck.*

| | |
|---|---|
| To sundry contingent expenses incident to laying off Port Lawrence, doctor's charge during my sickness, &c. | $570 82 |
| For my services laying off Port Lawrence | 250 |
| | $820 82 |
| To balance due by Schenck | 34 51 |
| | $855 33 |
| By cash received of W. Oliver, the amount of first instalment on lots sold in September, 1817, in Port Lawrence | $855 33 |

*No.* 4, *b. A.*

DR. *Port Lawrence Company in account with Wm. Oliver, agent.*

| | | |
|---|---|---|
| 1817. | | |
| Oct. 5 | To cash paid W. C. Schenck, per accountable receipt - - - - | $855 33 |
| Nov. 12 | " paid editor of Buffalo Gazette, for advertising sale of lots, charged - - | 5 |
| " | " paid Scioto Gazette, for ditto, charged - | 4 |
| | " William Wilson's due-bill, payable in labor for part of first instalment on lots purchased in Port Lawrence - - | 52 25 |
| | " Samuel H. Ewing, due-bill for balance on first instalment, ditto - - | 2 |
| | " first instalment of lots purchased by W. C. Schenck in Port Lawrence - - | 109 |
| | " balance due company, as per account - | 207 |
| | | $1,234 58 |
| | To cash paid Martin Baum - - | $56 87½ |
| | " cash in full - - - - | 150 12½ |
| | CR. | |
| 1817. | | |
| Sep. 20 | By amount of cash received on account sales of lots in Port Lawrence - - | $925 33 |
| " | " amount due from W. C. Schenck, 1st instalment, as per contra, charged - | 109 |
| " | " amount Will. Wilson's due-bill, as per | 52 25 |
| " | " Sam'l H. Ewing's due-bill, as per do. do. | 2 |
| " | " first instalment, of lots purchased by Wm. Oliver, as per do. do. - - - | 146 |
| | Total amount first instalment, as per statement of sales - - - - | $1,234 58 |
| | By balance due the company - | $207 00 |

*No.* 5, *b. A.*

*Port Lawrence Company to William Oliver,* DR.

| | |
|---|---|
| For his compensation from 14th August, 1817, to the 4th July, 1818, at $1,200 per annum - - | $1,070 00 |

*No. 6, b. A.*

DR. *Martin Baum, trustee, in account with William Oliver, agent.*

| | | |
|---|---|---|
| 1818. | To compensation, on account Port Lawrence Company, per account exhibited - | $1,070 |
| | " do. do. account land company - | 275 |
| | " disbursements do. - - | 340 37½ |
| | | $1,685 37½ |
| | To balance - - - - - | $1,085 37½ |
| | " on account Port Lawrence Co. map, &c. | 7 |
| | " wrong charged for money on acc't frame Maumee - - - - | 37 35 |
| | | $1,129 72½ |
| | To balance - - - - - | $808 72½ |
| | CR. | |
| 1817. | | |
| August | By cash on account, pay - - - | $300 |
| January | " do. do. - - - | 300 |
| July | " balance - - - - | 1,085 37½ |
| | | $1,685 37½ |
| | By 2d instalment of lots at Port Lawrence, W. House - - - - | $56 87½ |
| | By 2d instalment of Oliver & Ruffin - | 32 25 |
| | Do. assignee of Gywnne - | 12 75 |
| | First instalment on in-lots in town of Sandusky, viz: | |
| | 224 $108 | |
| | 225 100 | |
| | 226 100 25 | |
| | 227 130 | |
| | ——— $438 25—¼ is | 109 56¼ |
| | Second instalment - - - - | 109 56¼ |
| | | $321 00 |

*No.* 7, *b. A.*

Dr. *John H. Piatt, and his associates, in account with Martin Baum, agent.*

| | | |
|---|---|---|
| | To balance due by this account - - | $73 40½ |
| | To balance due by M. Baum - - | 76 59½ |
| | Errors excepted - | $150 00 |
| | Cr. | |
| 1817. August | By cash received of you in part of W. Oliver's services - - - - | $150 00 |

*Cincinnati*, 23*d January*, 1819.

MARTIN BAUM,
*Agent for Port Lawrence Land Company.*

*No.* 8, *b. A.*

*Mr. William Oliver to Martin Baum,* Dr.

| | | | | |
|---|---|---|---|---|
| 1817. | | | | |
| Nov. 8 | For 1 silk umbrella - - - | | $5 50 | |
| " 10 | 3 yards bombazet, at | $0 75 | 2 25 | |
| " " | 1½ yard Holland | 62 | 93¾ | |
| " " | 10 silk and twist | 12½ | 1 25 | |
| " " | 2 cuts thread | 6¼ | 12½ | |
| " " | ⅓ yard padding | 1 25 | 42 | |
| " " | 1 dozen buttons | 37½ | 37½ | |
| " " | 1½ dozen moulds | 12½ | 18¾ | |
| | | | | $11 04½ |
| " 24 | 1¼ yard scarlet cloth | 5 00 | 6 25 | |
| " " | 1 piece tape & bobbin | - | 37½ | |
| | | | | 6 62½ |
| Dec. 8 | 1½ yard flannel | 62½ | - | 93¾ |
| 1818. | | | | |
| Jan. 7 | 1 barrel flour - - | | 6 25 | |
| " 13 | 1 quart Madeira wine | | 1 25 | |
| " 16 | 3 pounds coffee | 37½ | 1 12½ | |
| " " | ¼ pound Y. H. tea | 1 75 | 43¾ | |
| " " | ¼ pound Imperial | 2 75 | 68¾ | |
| | | | | 9 75 |

No. 8—Continued.

| | | | | | |
|---|---|---|---|---|---|
| 1818. | | | | | |
| Jan. 4 | For 3 | pounds coffee | 37½ | $1 12½ | |
| " 19 | 1 | quart wine - - | | 1 25 | |
| " " | ¼ | pound pepper | 50 | 12½ | |
| " 27 | 3 | pounds coffee | 37½ | 1 12½ | |
| | | | | | $3 62½ |
| Mar. 7 | ¼ | pound Y. H. tea | 1 75 | 43¾ | |
| " 16 | 3 | pounds coffee | 37½ | 1 12½ | |
| | | | | | 1 56¼ |
| April 3 | 3 | pounds coffee | 37½ | 1 12½ | |
| " " | ¼ | pound Y. H. tea | 1 75 | 43¾ | |
| | | | | | 1 56¼ |
| " 18 | 10 | pounds sugar | 20 | 2 | |
| " " | 1 | ounce cinnamon | - | 12½ | |
| " 20 | 1 | quart wine | - | 1 25 | |
| " 24 | 3 | pounds coffee | 37½ | 1 12½ | |
| " 27 | 1½ | yard gingham | 75 | 1 12½ | |
| " " | 1 | piece bobbin & tape | - | 25 | |
| " " | 4 | yards India muslin | 37½ | 1 50 | |
| " " | ¼ | pound Imperial tea | 3 75 | 93¾ | |
| | | | | | 8 31¼ |
| May 4 | ¼ | yard figured muslin | 1 | 25 | |
| " 5 | 1 | quart Madeira wine | - | 1 25 | |
| " 7 | 2 | prs. blk. worsted hose | 75 | 1 50 | |
| " 9 | 1 | yard India muslin | - | 37½ | |
| " 12 | 3 | pounds coffee | 37½ | 1 12½ | |
| " " | ¼ | pound Y. H. tea | 1 75 | 43¾ | |
| " 13 | 6 | yards calico | 50 | 3 | |
| " " | 1 | side comb | - | 6¼ | |
| " 20 | 2 | skeins thread | 3 | 6¼ | |
| " 23 | cash paid drayage of fish | | - | 25 | |
| | | | | | 8 31¼ |
| June 4 | cash p'd order, favor E. Woodruff | | | 10 | |
| " " | " " H. & Allen | | | 44 | |
| " 5 | " " S. Wheeler | | | 47 50 | |
| " 8 | " " W. S. Grant | | | 22 50 | |
| " 16 | cash paid himself | | - | 300 | |
| " 18 | 5 pounds coffee, at | | 37½ | 1 87½ | |
| " " | ½ | pound Y. H. tea | 1 75 | 87½ | |
| | | | | | 426 75 |
| July 1 | cash paid his order | - | - | - | 15 00 |
| " 6 | " " | - | - | 3 75 | |
| " 8 | " " | - | - | 7 37½ | |
| " " | cash lent him, 7 inst. | | - | 1 | |
| " 10 | 1 pair morocco shoes | - | - | 2 50 | |

No. 8—Continued.

| | | | | | |
|---|---|---|---|---|---|
| 1818. | | | | | |
| July | 11 | For cash paid his order - - | $15 | | |
| " | 4 | " do. for W. Noble | 7 | 20 | |
| " | 14 | " his order - - | 5 | | |
| " | 15 | 1 pair morocco shoes - - | 2 | 25 | |
| " | " | 1 counterpane, 12-4 - - | 11 | 75 | |
| " | " | 1 straw hat - - - | 1 | 75 | |
| " | " | 1 small parasol - - | | 50 | |
| " | " | 3 yards ribbon, at 20 - | | 60 | |
| " | 17 | cash p'd his order - - | 5 | | |
| " | 18 | " " favor J. Young | 38 | 93¾ | |
| " | 21 | Burnet, Baum & Co.'s check on the M. E. C., per his order | 440 | | |
| " | " | 6 yds. calico, per Miss H., at 50 | 3 | | |
| " | " | cash paid him - - | 1 | | |
| " | 25 | ¾ yard calico, at 50 | | 37½ | |
| " | 28 | 3 pounds coffee 37½ | 1 | 12½ | |
| | | | | | $548 11¼ |
| Aug. | 8 | ¼ pound Y. H. tea 1 75 | | 43¾ | |
| " | 11 | cash paid himself - - | 1 | | |
| " | 15 | 4 pounds coffee 43¾ | 1 | 75 | |
| " | 21 | 1 straw hat, per Miss Huston | 2 | 50 | |
| " | " | 3½ yards ribbon 37½ | 1 | 31¼ | |
| " | " | 1½ do. 31¼ | | 47 | |
| " | 24 | cash paid himself - - | 37 | 35 | |
| | | | | | 44 82 |
| Sept. | 5 | 4 pounds coffee 43¾ | 1 | 75 | |
| " | 22 | 4 do. 43¾ | 1 | 75 | |
| | | | | | 3 50 |
| Oct. | 28 | 4 do. 50 | 2 | | |
| " | " | ½ pound Imperial tea 2 75 | 1 | 37½ | |
| | | | | | 3 37½ |
| Nov. | 19 | 4 pounds coffee 50 | 2 | | |
| " | 28 | ¼ pound Imperial tea 2 50 | | 62½ | |
| | | | | | 2 62½ |
| Dec. | 14 | ¼ do. 2 50 | | 62½ | 62½ |
| 1819. | | | | | |
| Jan. | 18 | 2 cambric cravats 1 | - | | 2 00 |
| Mar. | 13 | 4 pounds coffee 50 | - | | 2 00 |
| April | 1 | 4 do. 50 | 2 | | |
| " | 12 | 1 black silk shawl - - | 5 | | |
| | | | | | 7 00 |
| | | | | | $1,107 55 |
| May | 29 | For cash paid him in full by M. Baum - | | | 141 74 |
| | | | | | $1,249 29 |

No. 8—Continued.

| | | |
|---|---|---|
| | SUPRA CR. | |
| 1818. | | |
| July 6 | By amount of half the improvements made by Oliver & Brown on the two lots in Port Lawrence, per account rendered - - | $240 57 |
| " " | By this sum, which M. Baum has agreed to pay him for ½ interest in old lots - - | 200 00 |
| " " | By amount due him from P. Lawrence Company, per account rendered - - | 808 72 |
| | | $1,249 29 |
| | By balance due him, which was settled on 29th May, 1819, is to charge in our books to M. Baum's account current - - | $141 74 |

M. BAUM & Co.

*No.* 9, b. *a.*

Received from William Oliver, agent, eight hundred and fifty-five dollars and thirty-three cents, the proceeds of sale of lots in the town of Port Lawrence, for which I am accountable to Martin Baum, of Cincinnati.

MIAMI RAPIDS, *October* 5, 1817.

$855 33. W. C. SCHENCK.

*Signed duplicates.*

*Captain Oliver, Dr., Thomas Henderson.*

1818, Jan. 12. Making maps Sandusky, Port Lawrence, and the Maumee reservation - - - - - $15 00

Paid by Martin Baum, Jan. 13, 1818. W. O.

$225. WOOSTER, *July* 25, 1817.

SIR: At sight of this my only bill of exchange, pay to the order of John Sloane, esq., two hundred and twenty-five dollars, for value received.

[WILLIAM OLIVER.]

JACOB BURNET, esq., Cincinnati.

Accepted Oct. 25, 1817. J. BURNET.

Pay G. A. Worth, esq. JOHN SLOANE.

For companies' account purchases of lands Wooster sales, July, 1817.

*Bundle A. A.—No.* 121.

It is hereby certified, that Oliver Coit, of Buffalo, New York, did, on the 20th day of September, 1817, become the purchaser of in-lots in the town of Port Lawrence, at the mouth of Swan Creek, Miami bay, numbered one hundred, at twenty-one dollars; one hundred and sixty-six, at thirty-six dollars; and three hundred and forty-two, at thirty-one dollars; of which sum, the said Oliver Coit has paid twenty-two dollars. Now, if the said Oliver Coit shall pay to Martin Baum, of Cincinnati, or to his lawful agent, the further sum of sixty-six dollars, in three equal yearly payments, with interest thereon, to be computed from the date hereof, (which interest shall be released in case the payments be punctually made;) then, in that case, the said Martin Baum doth obligate and bind himself, his heirs, executors, and administrators, to convey the said lot or parcel of land to the said Oliver Coit, by deed, in fee simple, as soon as a patent is obtained therefor from the United States.

In testimony whereof, the said Martin Baum, by his agents, hath hereunto set his hand and seal the twentieth day of September, 1817.

For MARTIN BAUM, [SEAL.]
WILLIAM OLIVER.

Received payment for the three remaining instalments, and in full for the above lots, and the said Oliver Coit is entitled to a deed for the same, $88 00; interest 7 92 deducted, $80 08.

WILL. OLIVER, *Agent.*

I hereby assign, for value received, to Chas. Jas. Lanman, my right and interest to an article executed by William Oliver, as agent of Martin Baum, for the conveyance of three town lots at Port Lawrence, and authorize said Lanman to receive the deeds for said lots, or to collect the amount paid for his benefit, and to use my name therefor, holding me harmless of all expense or trouble.

OLIVER COIT.

DETROIT, *July 5th*, 1831.

I hereby authorize and empower George Lanman to manage the above mentioned claim, in all respects to represent me, and his acts shall be conclusive with me.

CHAS. JAS. LANMAN.

CINCINNATI, *August 24th*, 1831.

CINCINNATI, 10*th June*, 1833.

Received of Samuel Perry and D. C. Wallace fifty dollars, on account of the within bond, they being administrators of Martin Baum.

$50 00 H. STARR.

Received, Sept. 20, 1833, of William Oliver one hundred and six dollars and 20 cents, balance of principal and interest due on the within certificate of purchase, and assign all interest and claim in and to the same to said Oliver; the amount received by me is $80 08 principal, and interest $76 87, from 20th Sept., 1817, to this day, 20th Sept., 1833.

HENRY STARR, *Att'y for*
CHAS. JAS. LANMAN.

CINCINNATI, *September* 20, 1833.

Received of William Oliver fifty dollars, the amount paid H. Starr 10th June last.

SAML. PERRY,
D. C. WALLACE,
*Administrators of M. Baum.*

Received of Oliver Coit eighty-eight dollars, in full payment for the within described lots of ground in Port Lawrence, as per receipts within.

WILLIAM OLIVER.

MAUMEE RAPIDS, *Sept.* 20, 1817.

*No.* 5, *Sheldon & Reed's account, (printing.)*

DETROIT, *September 27th*, 1817.

Messrs. W. C. SCHENCK and WILLIAM OLIVER. Gentlemen: Agreeably to your order, we gave your advertisement relative to "Port Lawrence" three insertions in the Detroit Gazette; it made 4 squares, at $1 50 per square, $6 00. If it is not inconvenient to you, we would be glad if you would forward the amount in N. Y. bills.

Yours, respectfully,

SHELDON & REED.

Received payment, Miami Rapids, September 30, 1817.

H. J. HUNT.

*Seneca Allen's account, (auctioneer.)*

Martin Baum to Seneca Allen, Dr.

For his services as auctioneer on the 20th September, 1817, selling lots in Port Lawrence - - - - - $5 00

MIAMI RAPIDS, *September* 22, 1817.

Received of William Oliver, agent, five dollars, in full for the above account.

S. ALLEN.

*Wm. Hunter's account.*

Mr. Schenck to Wm. Hunter, Dr.

| | |
|---|---|
| To keeping two horses from 18th September to October 10th, at one bushel oats per day, 22 days - | $22 00 |
| " one and a half bushels oats - - - | 1 50 |
| " three fowls - - - - - - | 1 50 |
| | 25 00 |
| " taking care of horses - - - - | 5 00 |
| | $30 00 |

Received, Fort Meigs, 10th October, 1817, of W. C. Schenck, payment in full.

WILLIAM HUNTER.

*Martin's account.*

| | | | |
|---|---|---|---|
| Left home on Sunday, 17th August, and returned on Friday, 17th October, making in all 62 days. | | | |
| Horse, at 25 cents per day - - - - | | | $15 50 |
| Martin, at $12 per month - - - - | | | 24 00 |
| | | | $39 50 |
| Dr. To cash at Franklin - - - | | $5 00 | |
| " from Mr. Smith - - | | 1 00 | |
| " from W. C. S., at Meigs - | | 2 00 | |
| To account at Hall's - - - | | 2 75 | |
| " Hunt & Forsythe - - | | 2 00 | |
| To horse feed from Gibbs & Hunter, tobacco, &c. - - - - | | 2 00 | |
| Tin cups lost. | | | |
| | | $14 75 | 14 75 |
| | | | $24 75 |

Received the above sum of thirty-nine dollars $\frac{50}{100}$ of W. C. Schenck, in full of all demands.

*Smith's Account.*

| | |
|---|---|
| Smith's exp's. from Meigs to Franklin - - | $6 00 |
| Hunter for horse keeping, &c. - - - | 7 97 |
| Part of Hunter's 2d bill - - - - | 5 00 |
| Part of Hull's bill - - - - - | 5 00 |
| Part of Gibbs' bill, (8 days and horse) - - | 15 00 |
| | 38 97 |
| Cr. By amount services - - - - | 18 00 |
| | 20 97 |
| $2 to Dr. Conant. $7 33 from Meigs to Franklin. | |

*Cyrus Hunter's Account.*

Mr. Wm. Oliver to Cyrus Hunter, DR.

| | | |
|---|---|---|
| Aug. 27 | To sixteen sheaves oats, *a* 10 c. - - | $1 60 |
| " 29 | do. seven bushels oats - - - | 7 00 |
| Sept. 1 | do. three bushels oats, per order - - | 3 00 |
| " 4 | do. six bushels, by Mr. Sezsions - - | 6 00 |
| " 20 | do. two bushels oats - - - | 2 00 |
| " 21 | do. one peck oats - - - - | 25 |
| " 25 | do. five sheaves oats - - - | 50 |
| " 30 | do. two bushels oats - - - | 2 00 |
| Oct. 4 | do. one bushel oats - - - | 1 00 |
| | | 23 35 |
| | $\frac{160}{40}$ By cash received of W. Oliver - | 7 40 |
| | Bal. - | $15 95 |

Received, Fort Meigs, 10th October, 1817, of W. C. Schenck, fifteen dollars $\frac{95}{100}$, the balance of the within account in full.

WILLIAM HUNTER.

*Draft, Oliver and Mack on J. Burnet*

[5,000 *Dollars.*] WOOSTER, *July* 22, 1817.

SIR: Thirty days after sight of this my only bill of exchange, pay to the order of Joseph Pierce, of Dayton, Ohio, five thousand dollars, for value received.

WILLIAM OLIVER,
ANDREW MACK.

JACOB BURNET, esq., Cincinnati.
JOSEPH PIERCE.

Pay G. A. Worth, esq. JOHN SLOANE.
Accepted, October 21, 1817. J. BURNET.

For account of company for lands purchased at Wooster, in 1817.

*Memorandum Expenses.*

| Company, | Dr. |
|---|---|
| To paid man for carrying chain, 14 days *a* $1 - | $14 00 |
| To paid 2 men for one day, each $1 - - - | 2 00 |
| " " Sezsions for liquor and keil - - - | 3 00 |
| | $19 00 |

The above are expenditures made by General Schenck, on account company. W. O.

*Gouin's Account.*

| Mr. Gouin, | Dr. |
|---|---|
| To sundries, per bill within - - - - | $3 25 |
| " 20 lbs. pork, *a* 25 - - - - | 5 00 |
| " 20 " flour 8 - - - - | 1 60 |
| Cash of Genl. Schenck - - - - | 4 00 |
| 1 bbl. pork - - - - - - | 28 00 |
| Balance on bbl. flour - - - - - | 9 00 |
| | $50 85 |
| 18 lbs. beef from Meigs, *a* 7 - - - - | 1 26 |
| To paid man for conveying flour and pork - - | 1 00 |
| | $53 11 |

| | |
|---|---|
| $2 00 | 4 lbs. coffee. |
| 1 00 | 4 lbs. sugar. |
| 37½ | blk. book. |
| 25 | paper. |
| 25 | pepper. |
| $3 87½ | |

*J. Hull's Receipt.*

Received, Fort Meigs, October 9th, 1817, of Egbert T. Smith, twenty-two dollars, in full of all demands; deduct charged to Martin's account, $2 75.

ISAAC HULL.

*Gibbs' Account.*

Mr. Smith to A. Gibbs, DR.

| | |
|---|---|
| To board, wine, &c., from 14th Sept. to 11th Oct., 28 days, at $1 37½ per day | $38 50 |
| To 4 days horse keeping | 4 00 |
| | 42 50 |
| Washing and biscuit | 2 00 |

Received payment, 11th October, 1817. ALMON GIBBS.

Endorsed as follows: "Mr. Smith being detained on my account, excepting 8 days, I pay this amount, except 15 dollars."

$42 50
15 00

$27 50

*Leon Gouin's Account against Schenck.*

Gen. William C. Schenck & Co. to Leon Gouin DR.

| 1817. | | £ | s. | d. |
|---|---|---|---|---|
| Aug. 28 | To boarding, &c., from the 28th Aug. to the 16th Sept. 1817, is 20 days, 6s. | 6 | 00 | 0 |
| | To do. General Schenck, &c., from the 28th Aug. to the 14th Sept., is 18 days, 6s. | 5 | 8 | 0 |
| | " do. Mr. Smith, &c., for the same | 5 | 8 | 0 |
| | " do. your servant, Martin, for 20 days, 6s. | 6 | 0 | 0 |
| | " do. François Renoé, 15 days, 6s. | 4 | 10 | 0 |
| | " do. Mr. Sissions, 9 days, " | 2 | 14 | 0 |
| | " do. Senecal, 1 " " | 0 | 6 | 0 |
| | " do. wages, 8s. | 0 | 8 | 0 |
| | " boarding Louis Laforge, 1 day, 6s. | 0 | 6 | 0 |
| | " do. Jos. A. Tramblé, 1 do. " | 0 | 6 | 0 |
| | " my wages and boarding for 8 days, 16s. | 6 | 8 | 0 |
| | " whiskey, for | 3 | 16 | 0 |
| | " do. to Martin | 0 | 14 | 0 |
| | " cash paid François Lavois | 0 | 12 | 0 |
| | " 1 small *at*chet lost | 0 | 8 | 0 |
| | " cash paid an Indian | 0 | 4 | 0 |
| | " cash paid François Renoé | 0 | 8 | 0 |
| | N. Y. currency | £43 | 16 | 0 |
| | Equal to | $109 | 50 | |
| | PORT LAWRENCE, 18*th Sept.* 1817. To cash for Corn | | 25 | |
| | By amount charged W. Oliver 15 00 | 109 | 75 | |
| | " 1-8 the item of liquor 1 18¾ | 16 | 18¾ | |
| | | 93 | 56¼ | |
| | By sundries per bill | 53 | 11 | |
| | | $40 | 45¼ | |

Received the above in full. LEON GOUIN.

General Schenck, to balance on flour, $9. Received payment in full, for John Vance. WM. VANCE.

*Oct.* 9, 1817.

The within is included in Gouin's account; the whole being charged to the company. W. O.

*Gibbs' bill against Schenck.*

Gen. W. C. Schenck to A. Gibbs, DR.

| | | |
|---|---|---|
| | To board from 14 Sept. to 24th do. - - - - | $10 00 |
| | To do. 24th to 6th Oct. inclusive, 13 ds. at $1 50 - - | 19 50 |
| | To do. 6th to 11th, 5 days " 1 00 - - | 5 00 |
| | To 4 days horse keeping " 1 00 - - | 4 00 |
| 14th | ½ pt. wky. 25; 15th, wky. and sugar, 37½; pt. w. 50 - - | 1 12½ |
| | To pt. wk. 50; postage, 1 12½; 16th, qt. spts. 1 50; pt. w. 50 | 3 62½ |
| 17 | ½ pt. w. 25; pt. w. 50; pt. spts. 75 - - - - | 1 50 |
| 18 | pt. w. 50; pt. spts. 75; 19th, ———, 12½ - - - | 1 37½ |
| | To pt. ½ wines, 75; 20th, pt. brandy, $1 00; pt. spts. 75 - | 2 50 |
| | To ½ pt. w. 25; 21st, to slings, 37½; pt. wky. 50 - - | 1 12½ |
| | To pt. wine, $1 00; ½ pt. spts. 50; 23d, to b. slings, 50 - | 2 00 |
| | To sillabub, 50; brandy sling, 50; 25th, 50 - - - | 1 50 |
| | To ½ pt. brandy, 50; do. 50; ½ pt. w. 25 - - - | 1 25 |
| 6th | Paid shoeing horse, 75; postage, 87; ———, 25 - - | 1 87½ |
| | | $56 37½ |
| | CR. By cash - - - - - - - | 3 87½ |
| | | $52 50 |

*Servant's Bill.*

| | | |
|---|---|---|
| | To board from 16th Sept. to 11th Oct., 26 days, at 75 cts. per day | 19 50 |
| | To 7 days horse keeping, *a* $1 - - - - | 7 00 |
| 21st | gill rum, 25; gill w. 12½; ½ pt. 25; spts. 12½ - - | 75 |
| 23 | gill rum, 25; w. 12½; ½ pt. 25; gill, 12½ - - - | 75 |
| 30 | ½ pt. w. 25; 6th, do. 25; do. 25 - - - - | 75 |
| 8 | tobacco, wky. 25 - - - - - - | 25 |
| | | 29 00 |
| | | 52 50 |
| | | 81 50 |
| | Deduct charged in Martin's acct. $2 50 - - - | 2 50 |
| | | 79 00 |

Received payment, 11th October, 1817.

ALMON GIBBS.

*Hunt and Forsythe's Bill.*

General Schenck to Hunt & Forsythe, Dr.

| | | |
|---|---|---|
| 1817. | | |
| Sept. 29 | To 2 qts. port wine, 12s. - - - | $3 00 |
| | " 1 " Md. " - - - | 1 50 |
| | " so much pr. Martin - - | 2 00 |
| Oct. 6 | " 1 qt. port wine - - - | 1 50 |
| 7 | " 1 " " " - - - - | 1 50 |
| 8 | " 1 " " " - - - - | 1 50 |
| | " 1 pr. gloves - - - - | 1 50 |
| | | $12 50 |

Received, Fort Meigs, 8th Oct., 1817, payment.
HUNT & FORSYTHE.

Deduct ch'd Martin's account, $2 00.

*Dr. Conant's account.*

Gen'l W. C. Schenck to H. Conant, Dr.

To medical attendance - - - - - $24 00

Received payment,
HORATIO CONANT.

Maumee, 10*th October*, 1817.

*E. T. Smith's account.*

Co. Dr. to E. T. Smith, for services at Swan creek, as axeman, chain carrier, &c. - - - - - $18 00

Received, 10th October, 1817, of W. C. Schenck, the above amount in full.

EGBERT T. SMITH.

*Vance's account and receipt.*

*August* 18, 1818.

Dear Sir: If it will answer you, I wish you would let Wm. Vance have four dollars for the recording of your town plat. I applied to Mr. Hunter, he informed me he would pay me, but had not the money at this time; he paid me one dollar, and I have not applied to him since, as he appears to be, like the rest of us, scarce.

I remain yours, in the highest esteem, &c.
DAVID VANCE.

Major Oliver.

Received from Will. Oliver, four dollars on within - $4 00
For DAVID VANCE,
WM. VANCE.

Received,
Cincinnati, *August* 24, 1818.

$4—paid by G. Hunter $1—$5.

*Memorandum.*

| | | | |
|---|---|---|---|
| Captain Coit | $80 08 | Certificates town of Sandusky. | |
| Robt. Hars | 101 50 | | |
| Seneca Allen | 10 25 | John Brooks, in-lots No. and a ½, 10 2.2. | |
| A. Spafford | 14 75 | Capt. Brooks for chain carrying | $1 25 |
| Almon Reed | 11 50 | W. Knap for fetching compass | 1 00 |
| William Turner | 42 50 | Do do | 25 |
| David W. Halley | 12 50 | | |
| Austin E. Wing | 38 25 | | $2 50 |
| Chas. Lee Cass | 25 00 | | |
| A. J. Hunt | 137 50 | | |
| Levi Owen | 5 00 | Brought forward | $940 33 |
| G. Godfroy | 26 25 | W. Oliver | 146 00 |
| B. F. Stickney | 197 50 | | |
| Will. Wilson | 20 00 | | 1,086 33 |
| Hunt & Forsythe | 20 50 | | 15 00 |
| Truman Reed | 10 00 | | |
| D. C. Henderson | 77 25 | | 1,071 33 |
| S. H. Ewing | 25 00 | Schenck | 109 00 |
| | | | 52 25 |
| | 855 33 | | |
| Thos. & D. Gwynne | 64 25 | | $1,232 58 |
| Moses Wilson | 10 25 | | |
| | 929 83 | Expense— | |
| Saml. H. Smith | 10 50 | To paid for chain carrying in Sandusky | $1 25 |

*Bill, Buffalo Gazette.*

William Burk, esquire, P. M. Cincinnati,
To S. H. & H. A. Salisbury, Dr.

*September* 8, 1817.

For publishing in the Buffalo Gazette an advertisement respecting "*Port Lawrence*," 5 squares, 3 weeks - - $5 00

Sir: Please remit us, per mail, five dollars, the amount of the above bill, and this shall be your receipt in full.

Yours, &c. S. H. & H. A. SALISBURY.

Buffalo, *October* 13, 1817.

Paid by Will. Oliver, at Cincinnati, 12th Nov., 1817.
WILLIAM BURKE.

*Bill, Scioto Gazette.*

Messrs. Oliver & Schenck to John Baillache, Dr.

To publishing in the Scioto Gazette an advertisement for the sale of lots in the town of Port Lawrence, 4 squares, as weekly $4 00

Received payment of Will. Oliver, Cincinnati, Nov. 12, 1817.
WILLIAM BURKE.

*Bundle B.—No.* 1.

Messrs. Gibbs & Conant.

Gentlemen: Please pay unto Mr. Louis Laforge, or order, the sum of fifteen dollars [and] twenty-five cents, due for hauling, and charge the account of yours, &c.

$15 25. WM. WILSON.

Port Lawrence, *6th January*, 1818.

Received payment of William Oliver, March 21, 1818.

A. GIBBS.

Settled with W. Wilson. W. O.

*B.—No.* 2.

Martin Baum and William Oliver to Joseph Prentice, Dr.

| 1818. | | |
|---|---|---|
| Aug. 2 | To 210 lights sash - - - | $26 25 |
| | setting Glass - - - - | 4 20 |
| | 8 large window frames at $1 50 cts. - | 12 00 |
| | 8 small do 0 75 - | 6 00 |
| | 4 door frames at $2 - - - | 8 00 |
| | 3 plain doors at $1 50 - - | 4 50 |
| | handling and hanging the same, 38 cts. each - - - - | 1 12½ |
| | 14 squares clapboards - - - | 20 00 |
| | 8 squares matched floor - - | 20 00 |
| | 8 squares plain *habud* - - - | 16 00 |
| | 2 squares of ceiling - - - | 4 00 |
| | 480 feet of base and surbase - - | 14 40 |
| | 414 feet window casings - - | 12 42 |
| | 134 corner and verge boards - - | 4 02 |
| | one chimney piece - - - | 4 00 |
| | do do - - - | 3 00 |
| | crib around one fire place - - | 50 |
| | boarding Mr. Omens one week while laying the chimney - - - | 3 50 |
| | paid Jonas Nichols for tending Mason - | 7 00 |
| | 46 barrels lime - - - - | 46 00 |
| | lathing - - - - - | 12 00 |
| | chopping out windows - - - | 4 00 |
| | helping to plaister - - - | 6 00 |
| | for labor at digging - - - | 4 00 |
| | for hewing down the inside of the ware-house - - - - | 10 00 |
| | Amount - - | $262 91½ |

Received payment for the above account, as stated on the other side of this paper, January 20, 1823. JOSEPH PRENTICE.

| | |
|---|---|
| Credit the within as follows: | |
| By cash 23d October, 1818 - - - - | $20 00 |
| cash paid by Peter G. Oliver 1819 - - | 35 00 |
| rent of house at Port Lawrence - - - | 187 50 |
| cash now - - - - - - | 10 00 |
| deduction - - - - - - | 10 47 |
| | $262 97 |
| Deduct - - - | 30 47 |
| January 20, 1823. | $232 50 |

*Bundle B.—No.* 3.

Baum and Oliver to Jonas Nichols, Dr.

For 4,000 bricks, at $8—$32, for chimney in frame adjoining warehouse.

Received payment of W. Oliver, at Miami rapids, October 23, 1818.

For JONAS NICHOLS,
JOSEPH PRENTICE.

*No.* 4.

*Mr. William Oliver (Storehouse) to Hunt & Forsythe, Dr.*

| | | |
|---|---|---|
| 1818, July 13. | To paid Mr. Henderson, for 2,000 feet weather-boards - - - | $40 00 |
| | To amount paid for transporting them to Port Lawrence - - - | 4 00 |
| | | 44 00 |
| | To 6 lbs. nails of Hollister, a 2s. 6d. - | 1 87½ |
| June 7. | To cash paid Mr. Prentice on account storehouse, Port Lawrence - - | 14 00 |
| " | To cash paid Halley for do. - - | 7 50 |
| " | To amount cash and goods furnished J. Prentice - - - - | 32 93¾ |
| | | $100 31¼ |

Received payment of William Oliver, at the Miami rapids, October 24, 1818, one hundred dollars 31¼ cts., in full for the above account.

HUNT & FORSYTH.

*No.* 5.

*Martin Baum and W. Oliver to Joseph Prentice, Dr.*

For work done on warehouse at Port Lawrence, not paid for on previous settlement - - - - - $40 00

Received tools of William Oliver, in payment for the above account.—Maumee, May 15, 1823.

JOSEPH PRENTICE.

*No.* 6.

*Major William Oliver to John McGunnegle, Dr.*

| | | |
|---|---|---|
| To labor at digging cellar - - - - - | | $6 00 |
| Contra, by boarding - - - - | $3 50 | |
| by cash - - - - | 37½ | |
| | | 3 87½ |
| | | $2 12½ |

Received payment, May 4, 1818.

JOHN McGUNNEGLE.

*No.* 7.

| | |
|---|---|
| December, 1817. Paid for Wm. Oliver, for work at storehouse, to E. Crosby, for 16 days' work - | $16 00 |
| Paid to D. W. Halley, for four days' hauling logs, at $2 50 per day - - - - - | 10 00 |
| Also for one man helping to haul logs three days - | 3 00 |
| | 29 00 |
| Provision used while working at storehouse: | |
| To 46½ pounds of flour, at 6¼ cents per pound - | 2 90 |
| To 18 pounds of beef, at 7 cents per pound - | 1 26 |
| To 59 pounds of pork, at 9 cents per pound - | 5 31 |
| To 2½ gallons of whiskey, at $1 75 per gallon - | 4 37½ |
| To 5 lbs. salt, at 4 cents per lb. - - - | 20 |
| To 2 lbs. coffee - - - - - | 1 00 |
| To five pounds of sugar - - - - | 1 25 |
| To one bushel of potatoes - - - - | 50 |
| | 45 79½ |
| The annexed part of L. Gouin's bill, the balance of said bill chargeable to W. Oliver - - - | 5 00 |
| For sixteen days' services of Wm. Wilson - - | 32 00 |
| | $82 79½ |

Received payment in full of William Oliver, Miami rapids, April 15, 1818.

WM. WILSON.

*No.* 8.

*William Oliver to Leon Gouin, Dr.*

| | | |
|---|---|---|
| 1818. | For boarding 160 days, at 50 cts. - - | $80 00 |
| | " 2 qts. beer at 12½—25; 2 half pts. 25—50 | 75 |
| | " 10 qts. and 1 half pint whiskey, at 50 c. - | 5 12½ |
| | " 2¾ lbs. pork, at 1s. 6d. - - - | 51½ |
| | " boarding transient persons - - - | 6 00 |
| | " 1 qt. cider, 25; 22 lbs. flour, 6 cts.—1 37½ | 1 62½ |
| | " hauling logs for warehouse, 4 days, at $2 - | 8 00 |
| | To cash - - - - - | 5 00 |
| | " do. paid your order in favor of Loveland - | 4 31¼ |
| | | $111 32¾ |
| | To assumed 5 days' board of Mack - - | 2 50 |
| | | 113 82¾ |
| | " 3 days' board of Mr. Prentice, bringing up to include 21st May - - - | 1 50 |
| | | $115 32 |

Received payment of William Oliver, May 21, 1818.
$115 32 cents. LEON GOUIN.

MESSRS. GIBBS & CONANT:

GENTLEMEN: Please pay unto Mr. Leon Gouin, or order, the sum of sixteen dollars 12½ cents, being for value received, by deducting one pound of tea, and charge the same to

Yours, &c. WM. WILSON.

PORT LAWRENCE, 6*th Jan'y*, 1818.

Received payment of William Oliver, March 21, 1818.
$16 12½. A. GIBBS.

*No.* 9.

*Major Oliver to Leon Gouin, Dr.*

| | | £ | *s.* | *d.* |
|---|---|---|---|---|
| 1818. | | | | |
| | To 4 oak planks lent, at 2s. - - | | 8 | 0 |
| May | " the boarding of Mr. Prentice, from 22d May to 11th June—21 days, at 4s. - | 4 | 4 | 0 |
| | " boarding of a man, Peter Taft, from 22d May to 7th—17 days, at 4s. - - | 3 | 8 | 0 |

No. 9—Continued.

| 1818. | | £ | s. | d. |
|---|---|---|---|---|
| May 24 | To boarding one man, 1 day - - | | 4 | 0 |
| | " breakfast to same - - - | | 1 | 6 |
| June 2 | " 3 meals to Mr. Halley - - - | | 4 | 0 |
| " 2 | " 1 hoe lent for old Mack to dig for your house, 12s. - - - - | | 12 | 0 |
| | " so much for a ps. rigging lent, which was broke to pieces, that D. C. Henderson made me pay - - - | 1 | 0 | 0 |
| | " the hauling of Mr. Wilson's logs, which he says that you agreed to pay for— 2½ days, at 16s. - - - | 2 | 0 | 0 |
| | | 12 | 1 | 6 |
| | *Cr.* | | | |
| | By my note, dated 21st May - - | 5 | 12 | 0 |
| | Balance due Leon Gouin, N. Y. c'y - | 6 | 9 | 6 |
| | By charge for hauling Wilson's logs $5 00 | | | |
| | " for hoe per Mack - 1 50 | | | |
| | " so much of rigging - 1 50 | | | |
| | | 3 | 4 | 0 |
| | | 3 | 5 | 6 |

Received payment in full for the balance above account, eight dollars 18¾. Port Lawrence, October 20, 1818.

$8 18¾. LEON GOUIN.

This may certify that the within account is correct as to boarding. The hoe I don't know any thing about; the hauling of logs, and rigging, Mr. Wilson knows best about.

JOSEPH PRENTICE.

PORT LAWRENCE, 2*d September*, 1818.

*No.* 10.

Baum and Oliver bought of Seth Tucker,
11,000 cedar shingles, at $3 50 - - - $38 50

Received payment, Detroit, 13th May, 1818.

SETH TUCKER.

Freight from D. to Port Lawrence - - - 7 50

$46 00

*No.* 11.

Dr. *Major William Oliver in an account with William Hollister, jr. & Co.* Cr.

| 1818. | | | | | | | |
|---|---|---|---|---|---|---|---|
| Mar. 21 | To 6 lbs. nails, a $\frac{23}{100}$ | - | 92 | May 7 | By 3 p. butts ret'd, 2s. 6d. | 94 | |
| " 27 | 8 do. | $1 84 | | | 1 doz. screws - | 31 | |
| " " | 2 do. | 46 | | | 1 do. - - | 13 | |
| " " | 4 p. large butts, 3s. 6, | 1 75 | | | | | 1 38 |
| " " | 5 $\frac{4}{12}$ do. screws, 2s. 9, | 1 85 | | | By amount due W. Hollister, | | |
| | | | 5 90 | | jr. & Co., to bal. - - | | 24 03 |
| April 7 | To 30 lbs. 4d. *nails*, 2s. 3, | 8 44 | | | | | $25 41 |
| | 1 quire paper - | 38 | | | | | |
| | | | 8 82 | | | | |
| " 14 | 15 lbs. nails, a $\frac{23}{100}$ | | 3 45 | | Am't due Wm. Hollister, jr. | | |
| " 29 | To 3 p. butts, a 2s. 6d. | 94 | | | & Co., brought down - | | $24 03 |
| | 3 lbs. nails, a $\frac{23}{100}$ - | 69 | | | | | 2 13 |
| | | | 1 63 | | | | $21 90 |
| May 2 | 4 p. butts, a 1s. 9d. - | 88 | | | | | |
| | 5 $\frac{3}{12}$ dz. screws, 1s. 4d. | 87 | | | | | |
| | | | 1 75 | | | | |
| " 5 | 2 p. butts, a 2s. - | 50 | | | Received the above in full. | | |
| | 2 $\frac{1}{3}$ doz. screws, a 1s. | 31 | | | WM. HOLLISTER, Jr. & CO. | | |
| | 1 doz. large do. - | 38 | | | | | |
| | 1 cow bell, a 14s. - | 1 75 | | | Fort Meigs, *May* 19, 1818. | | |
| | | | 2 94 | | | | |
| | | | $25 41 | | $2 13 of the within to S. Co. and W. Oliver. | | |

$3\frac{1}{52}$

*No.* 12.

*Sandusky Company to David W. Hawley, Dr.*

| | | |
|---|---|---|
| 1819, Dec. 8th. | To 6 days plastering house at Port Lawrence, at $2 50 - - - - | $15 00 |
| | To 2½ days, per John attending plasterer, at $1 50 - - - - - | 3 75 |
| | | $18 75 |

Received payment in full for the above account, of Peter G. Oliver, this 10th day of December, 1819.

DAVID W. HAWLEY.

Received of P. G. Oliver six dollars in full, for six barrels lime furnished for plastering Baum & Oliver's house in Port Lawrence.

his

JOSEPH ⋈ TROMBLE.

Test—WM. WILSON. mark.

*Baum & Oliver to Peter G. Oliver, Dr.*

| | |
|---|---|
| To amount paid D. W. Hawley for making mortar, plastering house, and boarding self - - - | $18 75 |
| To amount paid D. W. Hawley for chinking and plastering store-house at Port Lawrence - - - | 16 |
| To amount paid Joseph Tromble for lime - - | 6 |
| | $40 75 |

Received payment in full of William Oliver for the above account, August 26th, 1821. PETER G. OLIVER.

*No.* 13.

*Messrs. Martin Baum and Wm. Oliver to Hunt & Forsyth, Dr.*

| | |
|---|---|
| To 4,200 feet boards, delivered to Jos. Prentice at Port Lawrence in the fall of 1819, per order of Wm. Oliver, at $17 per M. - - - - - - - | $71 40 |

Maumee, 5th December, 1821, pay the above account to P. G. Oliver, esq. HUNT & FORSYTH.

THE STATE OF OHIO, *Wood county:*

Personally appeared before me, Horatio Conant, one of the associate judges in and for said county, Joseph Prentice, who being duly sworn deposeth and saith, that he received of Hunt & Forsyth four thousand two hundred feet of white wood boards that this deponent used in building a house at Port Lawrence for Martin Baum and William Oliver; and further this deponent says, that said boards *was* used after the twenty-sixth of September, eighteen hundred and eighteen; and further this deponent saith not.

JOSEPH PRENTICE.

Sworn and subscribed before me, this 27th November, A. D. one thousand eight hundred and twenty-one.

HORATIO CONANT, *A. J. C. C.*

THE STATE OF OHIO, *Wood county, ss:*

Personally appeared before me, Horatio Conant, one of the associate judges in and for said county, John E. Hunt, and being duly sworn, deposeth and saith, that he, this deponent, has never received pay, either for himself or for the firm of Hunt & Forsyth, for four thousand two hundred feet of white wood boards, which is stated in the above deposition given by Joseph Prentice; and further this deponent saith not. JOHN E. HUNT.

Sworn and subscribed before me, this 27th November, A. D. 1821.

HORATIO CONANT, *A. J. C. C.*

*Messrs. Martin Baum and Wm. Oliver to Hunt & Forsyth, Dr.*

To 4,200 feet white wood boards, at $17 per thousand $71 40

Received, Maumee, 31st December, 1821, of William Oliver, a draft [on] H. J. Hunt, esq., of Detroit, for seventy-one dollars and forty cents, which, when paid, will be in full of the above account.

HUNT & FORSYTH.

1821. *Baum & Oliver to William Oliver, Dr.*

| | | |
|---|---|---|
| Aug. 26 | To paid Peter G. Oliver D. W. Hawley's account for work done on store-house at Port Lawrence, &c. - - - - - - | $40 75 |
| Dec. 21 | To paid Hunt & Forsyth for lumber furnished for warehouse at Port Lawrence - - - | 71 40 |
| | | $112 15 |

By credit on Martin Baum's books this day for one-half of the above account, considered as M. Baum's share.

28*th January*, 1822. WILL. OLIVER.

*No.* 14.

*Baum & Oliver Dr. to John Reed.*

For 1 flat boat 36 feet long, 11 feet wide, 5 loose planks, and 1 cable - - - - - - - - $9 00

Received March 20, Maumee rapids, of William Oliver, nine dollars, in full for the above.

$9 00. JOHN REED.

*No.* 15.

1818. *Baum & Oliver Dr. to Louis Laforge.*

For hauling timbers for use [of] warehouse, P. Lawrence $4 00

Received payment of William Oliver, March 16, 1817.

his

$4 00. LEWIS ✕ LAFORGE.

mark.

*No.* 16.

*Baum & Oliver to Joseph Prentice, Dr.*

| | | | |
|---|---|---|---|
| 1818. | For 21 days' labor up to 11 June, at $1 50 | | $31 75 |
| | " 21 do. ending 2 Aug. 1818, at $2 | | 42 |
| | " whiskey furnished, raising frame - | | 2 25 |
| | " paid a man for labor, (Taft) - - | | 50 |
| | Ditto Cr. | | $76 50 |
| | By cash in May, 1818, for which I gave due-bill - - - - - - | | 26 |
| | W. Oliver, Cr. | | $ 50 50 |
| Oct. 23 | By paid Hunt & Forsyth's account | $32 93¾ | |
| " " | By p'd J. Vance & Co., 2 bbls. flour | 20 | |
| | | | 52 93¾ |
| | Baum & Oliver - - - - | | $2 43¾ |
| | By storage - - - - - | | 2 50 |
| | Balance of above account - - | | $4 93¾ |

The above account is correct, October 23, 1818.
$4 93¾, included in receipt.

JOSEPH PRENTICE.

*No.* 17.

*Martin Baum to B. F. Stickney, Dr.*

| | | |
|---|---|---|
| For amount paid on sundry lots in Port Lawrence purchased in 1817, as per certificates surrendered - | | $521 |
| Advance paid on do. to first purchasers - - | | 97 |
| | | $618 |
| Interest on $318 50, to 20th September, 1818 | $19 11 | |
| Interest on $618, from 20th September, 1818 to 12th May, 1823 - - - - | 172 | |
| | | 191 11 |
| This sum, expended in erecting a stable, and preparing for building, &c., having agreed to relinquish the balance - - - - - - | | 162 50 |
| | | $971 61 |
| Costs of suit - - - | | 27 |
| | | $998 61 |

Received payment from William Oliver in full for the above account, nine hundred seventy-one dollars sixty-one cents, and twenty-seven dollars more, the costs of suit against Martin Baum.

*Depot, May* 12, 1823. B. F. STICKNEY.

$971 61 claim.
27 00 costs of suit.

$998 61

*Martin Baum to William Oliver, Dr.*

| | | |
|---|---|---|
| 1823. | | |
| May 12 | For this sum, paid B. F. Stickney for claims in Port Lawrence - - - | $971 61 |
| | costs of suit against M. Baum - - | 27 |
| | M. Baum's attorney's fees - - | 15 |
| | | $1,013 61 |
| | my services and expenses - - | 50 |
| | | $1,063 61 |
| June 9 | To paid Jacob Wilkinson, for account of D. C. Henderson for property, Port Lawrence | $90 00 |

*No.* 18.

*Major William Oliver to A. Edwards, Dr.*

| | | |
|---|---|---|
| 1818. | | |
| Mar. 30 | To am't Mack & Conant's bill of door locks | $9 50 |
| 31 | 500 feet boards - - - - | 15 00 |
| May 13 | cash - - - - - | 38 50 |
| | Detroit, May 14, 1818. | $63 00 |
| | draft on D. Drake, Cincinnati, at 5 days | 45 00 |
| | | $108 00 |

Received payment, Detroit, May 14, 1818.

A. EDWARDS.

*Major William Oliver to Hunt & Forsyth, Dr.*

| | | |
|---|---|---|
| 1818. | | |
| Feb. 16 | For 1 quire paper - - - - | $0 62½ |
| " 20 | 1 four-quire blank book - - | 4 50 |
| " " | 2 dozen segars, 3s. - - - | 75 |
| " 26 | 3 bushels corn, 8s. - - - | 3 |
| Mar. 9 | 4 dozen segars, 3s. - - - | 1 50 |
| " " | 1 pound tea, 12s., & 1 bushel corn, 8s. | 2 50 |

No. 18.—Continued.

| 1818. | | |
|---|---|---|
| Mar. 17 | For 1 box wafers | $00 25 |
| " 20 | 3 bushels corn, 10s. | 3 75 |
| " " | 110 feet pine boards, 20s. | 2 75 |
| " 21 | amount, cash $20 | 20 |
| " " | 1½ quart whiskey, at twice, 4s. | 75 |
| " " | 2 dozen segars, 1s. | 25 |
| " 24 | 1 pair cloth pantaloons | 13 50 |
| " " | 1 check shirt | 4 00 |
| " 28 | 100 feet boards | 2 50 |
| " " | 1½ yard grey cloth, 18s. | 3 37½ |
| " " | 3 yards yellow flannel, 9s. | 3 37½ |
| " " | 9½ dozen buttons, 6s., and thread for 2s. | 81¼ |
| " " | 1 hank silk, 1s., and 2 dozen segars 1s. | 37½ |
| April 7 | paid Mr. Richason | 2 |
| " " | ½ quire paper, and 1 paper tobacco, 1s. | 43¾ |
| " 12 | amount of cash | 36 |
| " 15 | ½ pound H. skin tea, 12s. | 75 |
| " " | paid your order to Col. Ewing | 15 |
| " 18 | 1 pint whiskey | 50 |
| " 22 | amount paid your order | 9 |
| " " | paid Pettit, per desire | 2 |
| " " | paid your order to Hunter | 17 |
| " 25 | 1 barrel flour | 8 |
| " " | paid your order to William Hunter | 11 25 |
| " " | paid the shoemaker | 37½ |
| " 28 | amount, cash $93 | 93 |
| " " | ¼ bushel corn | 37½ |
| " 29 | paid Hittle, per desire | 1 |
| May 3 | 24 feet boards, at 2s. 2d. | 60 |
| " 6 | paid A. Chopoton for making an ox yoke | 2 50 |
| " 7 | 1½ bushel corn, 12s. | 2 25 |
| " 9 | 1 do. | 1 50 |
| " " | paid Bonum | 5 00 |
| " 11 | 1 bushel corn | 1 50 |
| " " | paid your order to Daggett | 12 50 |
| " " | amount of cash | 11 |
| " " | paid your order in favor of Mr. Miller | 50 |
| " " | amount of boarding, horsekeeping, &c. | 55 |
| " " | amount of Mrs. Partridge's washing account, 19s. | 2 37½ |
| | | $409 47½ |
| | To our team and 2 men, one day and a half | 3 |
| | | $412 47½ |

Received payment, HUNT & FORSYTH.

*Bundle C.*

*William Oliver, esq., to Henry J. Hunt,* *Dr.*

| | |
|---|---|
| 1814, July 16. To cash paid Peter Anduan - - | $00 25 |
| 1818, March 25. To sundries, per bill - - | 29 6½ |
| April 13. To boards, per bill, and freight to Port Lawrence - - - - | 16 00 |
| May 14. To 6 yards printed cotton, 6s. - | 4 50 |
| " 1 pair black cotton hose - - | 1 50 |
| | $51 31½ |
| " 1 pair shoes - - - | 3 00 |
| | 54 31½ |
| Received, Detroit 14th May, 1818, of Major Oliver payment in full of the above account. HENRY J. HUNT. | |
| To W. Oliver - - - - - - | 9 25 |
| | 45 06½ |
| Bill, plank S. Company - - - - | 16 00 |
| The item extended, $29 06½, is for blocks, tackle, can hooks, &c., complete, for warehouse. | $29 06½ |

CINCINNATI, *September* 10, 1822.

SIR: Please pay William Oliver or order sixteen $\frac{39}{100}$ dollars, with interest from date hereof, he having redeemed from sundry individuals, and surrendered to me, title certificates for lots sold in Port Lawrence in 1817, on which instalments have been received by the proprietors, calculating interest equal to that sum on your share; and which the said Oliver requires may be refunded him.
$16 39. Respectfully,

_____ _____.

JACOB BURNET, esq.

Jacob Burnet $16 37; M. T. Williams $16 39; W. Steele $139 31; paid $71 42; J. H. Piatt & Co. $213 07; M. Baum $32 74; J. Armstrong $8 17—$426 13.

*Bundle C.*

This may certify that D. C. Henderson has erected on lot No. 194, which he purchased of Martin Baum and others, one two story house, forty feet long and twenty feet wide, with a good brick

chimney in said house, with two good and sufficient fire-places, one in the lower room, with a large bake-oven, and one fire-place in the upper story; twenty-two feet of the lower story calculated for a storehouse, and floored, and eighteen feet partitioned off and converted into a bakehouse; the upper story has a good pine floor laid and blind milled, also ceiled and partitioned off sufficient for a mercantile store; also one other building, one story, eighteen by ten, with a bake-oven; also a good and sufficient building, one story, for putting up fish; also a good and sufficient post and rail fence around the lot and garden; all of which was erected and put in good order and completed in June, eighteen hundred and twenty.

Attest:

JOSEPH PRENTICE,
JOHN. T. BALDWIN,
WM. SIBLEY,
TIBBATS BALDWIN,
EBENEZER WARE,
B. F. STICKNEY,
WM. WILSON.

PORT LAWRENCE, *April 30th*, 1823.

*To the administrators of Martin Baum, deceased:*

We have in our hands, for collection, a demand against the estate of the late Martin Baum, for eighty-eight dollars, with interest from the 20th day of September, 1817. This sum of $88 was paid to Mr. Baum by Oliver Coit on that day, for lots of land in the town of Port Lawrence, for which Mr. Baum was to make to Mr. Coit a deed; but no deed has ever been made, and the money is now claimed. All this appears by a certificate given by Mr. Baum on that day, and there is his receipt for the $88 on the back of the certificate. The administrators are requested to pay us the demand as soon as convenient.

CASWELL & STARR.

APRIL 20*th*, 1832.

| | |
|---|---|
| Debt the 20th September, 1817, for - - - | $88 00 |
| Interest to 20th May, 1833, 15 years and 8 months - | 82 72 |
| | $170 72 |

OLIVER COIT.

Mr. Baum received of Oliver Coit $88, the 20th September, 1817, for two lots of land in Port Lawrence.

June 10, 1833, paid J. Starr on the within fifty dollars.

*Major William Oliver, bought of A. Edwards.*

| | |
|---|---|
| 30 pounds Spanish brown, at 2s. - - - | $7 50 |
| 2 kegs white lead, at $7 50 - - - - | 15 00 |
| 4 knob locks, at $2 00 - - - - | 8 00 |
| 2 paint brushes - - - - - | 1 50 |
| DETROIT, *October* 15*th*, 1818. | 32 00 |
| Cash - - - - - | 10 00 |
| | 42 00 |
| 11 pounds putty, at 2s. 6d. - - - - | 3 41 |
| 40 pounds nails, at 22 - - - - | 8 80 |
| | $54 21 |

Received payment,

A. EDWARDS.

CINCINNATI, *July* 10, 1818.

*Martin Baum, to William Oliver, Dr.*

| | |
|---|---|
| For one-half the improvements made at Port Lawrence on the lots of Baum and Oliver, as per bill exhibited - - | $240 57 |
| For the annexed sum advanced on one-half of two in-lots in Port Lawrence - - - - | 200 00 |
| | $440 57 |

Received of William Oliver certificate for two in-lots, No. two hundred and twenty-three and two hundred and twenty-four, in Port Lawrence, which lots are the joint property of said Oliver and myself.

MARTIN BAUM.

CINCINNATI, *January* 9, 1818.

*No.* 1—*Bundle C.*

| | |
|---|---|
| July 25, 1821. Cash paid Micajah T. Williams for expenses and other charges during his route to Wooster, Port Lawrence, Maumee, and Sandusky, to arrange the lands purchased there by the proprietors - | $108 00 |
| Paid Peyton Symmes, for acknowledging certificates of land and powers of attorney, spec. - - | 8 50 |
| | 116 50 |
| Paid Mr. Wright for drawing power of attorney | |

No. 1, *Bundle C*—Continued.

| | | |
|---|---|---|
| Sep. Paid J. G. Burnet, for acknowledgment, in currency; M. T. Williams in specie funds - - | | $3 00 |
| Ditto, paid M. T. Williams - - - - | | 57 00 |
| Paid Mr. Wright, for drawing powers of attorney - | | 2 00 |
| | | 178 50 |
| Cash received for the above purpose from J. H. Piatt & Co., in spec. - - - - | $25 00 | |
| Ditto, mill steele in cash, notes - 20 00 | | |
| " in Lawrenceburg note - 5 00 | | |
| | 25 00 | |
| Ditto out of M. Baum's pocket - - | 66 50 | |
| | 116 50 | |
| Ditto of M. Baum - - - - - | 62 00 | |
| | 178 50 | |

Received, Cincinnati, 23d July, 1821, of Martin Baum, one hundred and three dollars in specie, and five dollars of Lawrenceburg notes, making 108 dollars, to defray expenses to Wooster, Port Lawrence, Maumee, and Sandusky. M. T. WILLIAMS.

Sept. 18, 1821. Received of Martin Baum fifty-seven dollars, for expenses to Wooster, second trip, in specie funds.

M. T. WILLIAMS.

*No.* 1—*Bundle C.*

*Martin Baum and associates, in acc't with Micajah T. Williams,* Dr.

| | | | |
|---|---|---|---|
| 1821. Aug. | To cash paid his expenses to Wooster, Sandusky, Maumee, &c., 1st trip - | 33 00 | |
| | " 31 days' services, *a* $2 - - | 62 00 | |
| | | | $95 00 |
| | " cash paid expenses, 2d trip - | 20 00 | |
| | " " " fees at land office - | 28 50 | |
| | " 18 days' services, *a* $2 - - | 36 00 | |
| | | | 84 50 |
| | | | 179 50 |
| 1821. | Cr. | | |
| Aug. | By cash, (specie) - - | 103 00 | |
| | " " (paper) 5 00, ⅓ dis. - | 3 33 | |
| Sept. | " " (specie) - - | 57 00 | |
| | | | 163 33 |
| | Bal. due - - | | $16 17 |

*No. 2—Bundle C.*

*Martin Baum, Agent for Port Lawrence and Sandusky Companies, to William Oliver,* DR.

| | |
|---|---|
| For this sum advanced on in-lot 127, Port Lawrence, refunded William Ruffin, Dec. 2, 1822 - - | $36 00 |
| " advance paid Thos. and David Gwynne on lot 149 | 25 00 |
| " arranging accts. P. Lawrence Company - - | 15 00 |
| | 76 00 |
| " balance due on lots in Port Lawrence surrendered 21 Oct. 1821. ch'd the P. Lawrence Co. . | 6 72 |
| " arranging division of Sandusky Company's property in Nov. 1822, and accts. in Sept. 1823 - | 20 00 |
| | $102 72 |
| " balance due P. G. Oliver, on settlement, 14 March, 1822, per M. Baum's certificate taken up - | 36 87 |
| | $139 59 |

Pay the within to Henry Rockey, or order, $139 59.
WILL. OLIVER.

CINCINNATI, *Sept.* 22, 1823.

Received fifty dollars nine cents in cotton yarns.
H. ROCKEY.

| | |
|---|---|
| DR. - - - | $139 59 |
| CR. - - - | 50 09 |
| | 89 50 |
| DR. Int. to 24 April, 1824 | 3 13 |
| | $92 63 |

Received payment for balance of the within ninety-two dollars and sixty-three cents.
WILL. OLIVER.

CINCINNATI, *April* 24, 1824.

*William Oliver to Sandusky Company,* DR.

| | | |
|---|---|---|
| For 2 instalments on 4 lots in Sandusky, | | |
| No. 227, $130 00, 224, $108 } $438 25 | $219 12½ | |
| 226, 100 25, and 225, 100 } | | |
| Deduct disc't. all'd by 5th sect. relief law, 20 pr. ct. - | 43 82½ | |
| | | $175 30 |
| Lot No. 5, Maumee, $41, disct. $1 95 on bal. due - - - | | 39 05 |
| | | $214 35 |

*Statement*—Continued.

| | | | |
|---|---|---|---|
| *Do.* ——, *Port Lawrence,* Cr. | | | |
| By 2 instalments on lot 128, *a* $65 - - | $32 50 | | |
| " 2 instalments " " 149, " 51 - - | 25 50 | | |
| " " " " " 127, " 64 - - | 32 00 | | |
| | 90 00 | | |
| Int. on $45, from 20 Sept. 1817, to 20 Oct. 1821 - | 11 02½ | | |
| " " 45, " " 1818, " " " - | 8 32½ | | |
| | | $109 35 | |
| *Peter G. Oliver, (in P. Lawrence,)* Cr. | | | |
| By lot 37, *a* $20, one inst. pd. - - | 5 00 | | |
| " 36, " 26, " - - - | 6 50 | | |
| " 222, " 50, " - - - | 12 50 | | |
| " 132, " 60, " - - - | 15 00 | | |
| " 33, " 20, " - - - | 5 00 | | |
| " 296, " 41, " - - - | 10 25 | | |
| " 131, " 32, " - - - | 8 00 | | |
| 2d inst. 131, 1818, - - - | 8 00 | | |
| | 70 25 | | |
| Int. on $62 25, from 20 Sept. 1817, to 20 Oct. 1821 | 15 25 | | |
| Int. on $8, from 20 Sept. 1818, to 20 Oct. 1821 - | 1 44 | | |
| Further payment on lot 296, in P. Lawrence - - | 21 00 | | |
| Int. on do. since 1818, 3 years - - - | 3 78 | | |
| | | $111 72 | 221 07 |
| | | | $6 72 |

Due W. O. $6. 72.

X.

*Contracts for sale of lots in Toledo, since the revival of the town—filed as exhibits to S. M. Commissioner's Report,* 84 *to* 96.

Toledo, *June* 20, 1839.

William C. Blodget has deposited sixty dollars with me, and promises to pay the further sum of sixty-nine dollars and sixteen cents to me, or my agent, J. Fitch, esq., within ninety days from this date, in which case, I promise to convey to him, assignee, lot No. thirty-six (36) in Port Lawrence; and in default of payment as aforesaid, said Blodget shall not be entiled to a deed, and all matters in relation to said lot shall be void, and the sixty dollars now deposited to be returned him.

(Signed duplicates) WILL. OLIVER.

*Agreement—Oliver and Goettel,* 85.

An agreement, made and concluded this fifteenth day of April, in the year eighteen hundred and thirty-four, between William Oliver of the city of Cincinnati, Ohio, by Stephen B. Comstock, of Port Lawrence, county of Monroe, and Territory of Michigan, his attorney of the first part, and Henry W. Goettel, of Port Lawrence, county of Monroe, and Territory of Michigan, of the second part, witnesseth:

That the said party of the first part, for and in consideration of the conditions hereinafter mentioned and contained, to be observed and fulfilled by the said party of the second part, his heirs, executors, or assigns, does hereby covenant and agree for himself, his heirs, executors, and assigns, to convey or cause to be conveyed, by good and sufficient deed, to the said party of the second part, his heirs or assigns, by the fifteenth day of April, in the year 1836, all that certain piece or parcel of land situate, lying, and being in the town or township of Port Lawrence, county of Monroe, and Territory of Michigan, more particularly known and distinguished on a certain map or plat of the town of Port Lawrence, made by the said William Oliver, and recorded by the register of deeds of the said county of Monroe, the twenty-second day of December, in the year eighteen hundred and thirty-two, as a part of town lot No. 2 of said plat; said piece or parcel of land fronting thirty feet on Erie street, commencing at the northeasterly corner of town lot No. 3, on said Erie street, and running from thence along the southerly line of said Erie street north 33° east, thirty feet, and extending back said [street] thirty feet in width, and at right angles with the said Erie street, to the navigable channel of Swan creek.

The said party of the second part hereby covenants and agrees, in consideration of the above, to erect, build, and finish, in a condition suitable to be occupied, on the said land above described, by the fifteenth day of August next, a frame building twenty-two feet wide, and thirty-six feet in length, and two stories high, and to build a wharf, the width of said piece or parcel of land, by the said fifteenth day of August next; and the said party of the second part further agrees to pay the said party of the first part the sum of one hundred dollars, with interest thereon, as follows, to wit: fifty dollars with interest on the said one hundred dollars, by the fifteenth day of April, in the year eighteen hundred and thirty-five, and the further sum of fifty dollars with interest, by the fifteenth day of April, in the year eighteen hundred and thirty-six.

In witness whereof, the said parties to these presents have hereunto set their hands and seals, the day and year above written.

WILLIAM OLIVER, [L. S.]
By STEPHEN B. COMSTOCK, *Att'y.*
HENRY W. GOETTEL, [L. S.]

In presence of
W. J. DANIELS.

Received, Toledo, Oct. 30, 1835, of Calvin King, fifty-three $\frac{78}{100}$ dollars, in full on the within contract.

ANDREW PALMER,
*For Will. Oliver.*

Received, Toledo, March 30th, 1835, of Calvin King, fifty-six $\frac{72}{100}$ dollars, first payment on the within agreement.

WILLIAM OLIVER,
Per S. B. COMSTOCK, *his Att'y.*

*Agreement—Oliver and Moony.*—86.

Article of agreement, made this eleventh day of June, in the year of our Lord eighteen hundred and thirty-five, between William Oliver, of Cincinnati, by Andrew Palmer, his agent, of the first part, and David B. Mooney, of the town of Toledo, of the second part, as follows, to wit:

The party of the first part hereby covenants and agrees with the party of the second part that he will sell and convey in fee, by a good and sufficient deed to the party of the second part, all that certain piece or parcel of land situate, lying, and being, in the town of Toledo, known and distinguished as town lot number thirty-six, agreeable to a map made by Seneca Allen, surveyor, and now on file in the register's office for the county of Monroe, on condition that said party of the second part erect and complete, by the eleventh day of June, eighteen hundred and thirty-six, a good and respectable building, at least sixteen by twenty-two feet, and paint the same; and, also, upon the payment by the party of the second part, to the party of the first part, of the sum of three hundred and sixty dollars, ($360,) with interest annually, and all taxes that shall be assessed upon the premises, as follows, to wit: one hundred and twenty dollars, with interest, on the eleventh day of June, eighteen hundred and thirty-six; one hundred and twenty dollars, with interest, on the eleventh day of June, eighteen hundred and thirty-seven; and one hundred and twenty dollars, with interest, on the eleventh day of June, eighteen hundred and thirty-eight; and the party of the second part covenants and agrees to pay, to the party of the first part, said sum of money in manner and time aforesaid, with the interest aforesaid, which payment is hereby declared to be a condition precedent to the execution of a deed by the party of the first part; and in case of failure, on the part of the party of the second part, to fulfil this contract in the payment above mentioned, and making the improvements above stipulated, then this contract to be void at the election of the party of the first part.

In witness whereof, the parties have hereunto set their hands and seals, the day and year first above written.

WILLIAM OLIVER,
By ANDREW PALMER, [L. S.]
DAVID B. MOONY. [L. S.]

Sealed and delivered in presence of
L. G. PARKER,
P. PALMER.

TOLEDO, *June* 18, 1835.

I, David Moony, assign all my right and title to the within bond to Baxter Bowman, of Ohio, to his use and benefit.

Signed, DAVID B. MOONY.

TOLEDO, *March* 1, 1836.

I, Baxter Bowman, assign all my right and title of the within bond to Wm. C. Blodget, to his use and benefit forever.

Signed, BAXTER BOWMAN.

Received, July 24, 1836, one hundred [and] forty-one dollars $\frac{60}{100}$, being amount due on first instalment.

WILLIAM OLIVER,
By A. PALMER, *Agent*.

Feb. 7, 1838, received $47 50; May 22, 1838, received $101 $\frac{9}{4}$, paid $10 B. S. B.; Nov. 21, 1839, Wm. C. Blodget, seventy dollars and eighty-eight cents on the within contract.

JOHN FITCH,
For WM. OLIVER.

*Agreement—W. Oliver with G. Bennet.*—87.

Articles of agreement, made and concluded this twenty-seventh day of February, in the year eighteen hundred and thirty-four, between William Oliver, of Cincinnati, O., by Stephen B. Comstock, of Port Lawrence, Michigan Territory, his attorney, of the first part, and George Bennet, of the latter place, of the second part, witnesseth:

1st. That the said party of the first part, for and in consideration of the conditions hereinafter mentioned and contained, to be observed and fulfilled by the said party of the second part, his heirs, executors, and assigns, does hereby covenant and agree, for himself, his heirs, executors, and assigns, to convey, or cause to be conveyed, by good and sufficient deed to the party of the second part, by the first day of March, in the year eighteen hundred and thirty-five, all those certain pieces or parcels of land situate, lying, and being, in the town of Port Lawrence, county of Monroe, and Territory of Michigan, more particularly known and distinguished on a certain map or plat of the town of Port Lawrence made by the said William Oliver, and recorded by the register of deeds of the said county of Monroe on the twenty-second day of December, in the year eighteen hundred and thirty-two, as town lots No. twenty-two, fronting sixty feet on Ontario street, and extending back one hundred [and] twenty feet to an alley; and lot No. fifty-one, fronting on Ontario street sixty feet, and extending back one hundred and twenty feet to an alley. The said party of the second part hereby covenants and agrees, in consideration of the above, within two months from the date hereof, to erect and enclose a frame building one and a half stories high, eighteen feet wide, and thirty-two feet long, on one of the said lots above described; and the said party of the second part further agrees to pay the said party of the first part the sum of seventy-five dollars, with annual interest thereon, by the first day of March, in the year eighteen hundred and thirty-five.

In witness whereof, the said parties have hereunto set their hands and seals, the day and year first above written.

WILLIAM OLIVER, [L. S.]
By STEPHEN B. COMSTOCK, *Atty.*
GEORGE BENNET, [L. S.]

In presence of W. W. ORN,
ABNER S. MCDONALD.

Upon which said agreement are the following endorsements:

"From entry on books, deeds appear to have been delivered to Jas. M. Whiting, assignee, August 5, 1835. W. O."

"Deed not to be made Philo Bennet for fifty-one, unless contract was complied with. W. O."

*Agreement—W. Oliver and A. Palmer.*—88.

Agreement made, this sixth day of July, in the year of our Lord one thousand eight hundred and thirty-five, between William Oliver, of the city of Cincinnati, of the first part, and Andrew Palmer, of Toledo, of the second part, as follows, viz:

The party of the first part hereby covenants and agrees with the party of the second part that he will sell and convey, in fee simple, by good and sufficient warrantee deed, to the party of the second part, all that certain piece or parcel of land situate, lying, and being, in the town of Port Lawrence, and known and distinguished as town lots number (13) thirteen, agreeably to a map made by Seneca Allen, surveyor, and now on file in the register's office for the county of Monroe, Michigan Territory; said lot being on the northerly side of Erie street sixty feet, and on the easterly side of Monroe street, one hundred and fourteen feet; upon the payment by the party of the second part, to the party of the first part, of the sum of twelve hundred dollars, with interest annually, in manner following, to wit: three hundred dollars to be paid before the signing and delivery of these presents; three hundred dollars, with interest, on the sixth day of July, eighteen hundred and thirty-six; three hundred dollars, with interest, on the sixth day of July, eighteen hundred and thirty-seven; three hundred dollars, with interest, on the sixth day of July, eighteen hundred and thirty-eight; the deed to be given on the payment of the last sum here stipulated, unless the party of the second part shall, before that time, elect to pay up the several sums here mentioned, when it is mutually agreed by both parties that the said Oliver shall make out and deliver said deed when so paid.

In witness whereof, the said parties to these presents have hereunto set their hands and seals, the day and year first above written.

WILL. OLIVER, [L. S.]
ANDREW PALMER.

Sealed and delivered in presence of
J. HOADLEY, JR.,
D. D. HAWES.

It is understood that interest is to be paid annually on the whole amount unpaid at the payment of each instalment.

ANDREW PALMER. [L. S.]

Received first instalment as stipulated in this agreement, three hundred dollars.

TOLEDO, *July* 6, 1835. W. OLIVER.

Received note for the several instalments of $354, $336, and $318, payable one, two, and three years.

W. OLIVER.

*Agreement—W. Oliver and D. Ottinger.*—89.

An agreement, made the eighteenth day of July, 1834, between William Oliver of Cincinnati, Ohio, by Stephen B. Comstock, of Port Lawrence, Michigan Territory, his attorney, and Douglass Ottinger, of Erie, Pa., witnesseth:

William Oliver, in consideration of the payments hereinafter mentioned, agrees to sell and convey, by warrantee deed, to Douglass Ottinger town lot number two hundred and five, by the eighteenth day of July, 1837; town lot number two hundred and thirty-five—said lot situated in the town of Port Lawrence, county of Monroe, and Michigan Territory, reference being made to the recorded plat of said town. Douglass Ottinger, in consideration of the above, binds himself to pay to William Oliver the sum of one hundred dollars, with interest annually, as follows, to wit: twenty-five dollars on the execution of this agreement, and twenty-five dollars the eighteenth day of July, in the year 1835, and twenty-five dollars the eighteenth day of July, 1836, and twenty-five dollars the eighteenth day of July, 1837, together with interest annually on so much of the said sum of one hundred dollars as shall be unpaid.

Signed and sealed at Port Lawrence; date as above.

WILLIAM OLIVER, [L. S.]
By his attorney, STEPHEN B. COMSTOCK.
DOUGLASS OTTINGER. [L. S.]

Witnessed by BAXTER BOWMAN,
C. J. KEELER, JR.

Duplicate.—Endorsed as follows, to wit:

Received, Port Lawrence, July eighteenth, 1834, twenty-five dollars, the first payment on the within agreement.

WILLIAM OLIVER,
By STEPHEN B. COMSTOCK, *his attorney.*

Received, May 2, 1836, of G. R. Douglass, for Douglass Ottinger, thirty dollars twenty-five cents on the within contract.

A. PALMER,
For WM. OLIVER.

Received, Nov. 18, 1836, twenty-eight dollars in full of third instalment on within contract.

WILL. OLIVER,
By A. PALMER, *Agent.*

*Agreement—W. Oliver and Daniel Bane.*—90.

Article of agreement, made this twenty-ninth day of June, in the year one thousand eight hundred and thirty-five, between William Oliver, of Cincinnati, Ohio, by Andrew Palmer, agent, of the first part, and Daniel Bane, of Cleveland, Ohio, of the second part, witnesseth:

That the said party of the first part, for and in consideration of the sum of eighteen hundred dollars in hand paid by the said party of the second part, as follows, to wit: three hundred dollars, on or before the signing and ensealing of these presents; five hundred dollars, with interest on the whole amount then unpaid, on the twenty-ninth day of June, A. D. eighteen hundred and thirty-six; five hundred dollars, with interest on the whole amount then unpaid, on the twenty-ninth day of June, A. D. eighteen hundred and thirty-seven; five hundred dollars, with interest, on the twenty-ninth day of June, A. D. eighteen hundred and thirty-eight. The said party of the first part covenants and agrees with the party of the second part that he will sell and convey, by good and sufficient deed, to the party of the second part, all that certain piece or parcel of land situate, lying, and being, in the town of Port Lawrence, known and distinguished as town lot number seven (7,) according to a map or plat of said town made by Seneca Allen, surveyor, and on record in the recorder's office for the county of Monroe, Michigan Territory; and the party of the second part covenants and agrees to pay to the party of the first part said sum of money, in manner and time aforesaid, with the interest and conditions aforesaid, which are hereby declared to be a condition precedent to the execution of a deed by the party of the first part; and in case of failure, on the part of the party of the second part, to fulfil this contract in each and every payment and conditions abovementioned, then this contract to be void at the election of the party of the first part.

In witness whereof, the parties have hereunto set their hands and seals, the day and year first above written.

WILLIAM OLIVER, [L. S.]
By A. PALMER, *his Agent.*
DAN'L BAIN. [L. S.]

Sealed and delivered in the presence of
W. J. DANIELS,
J. HOADLEY, JR.

Endorsed as follows, to wit:

TOLEDO, *June* 29, 1835.

Received of Daniel Bain, C. Hoyt's check on the Cleveland bank for $300, being in payment for the first instalment on the within contract.

A. PALMER,
*Agent for William Oliver.*

TOLEDO, *June* 29, 1835.

Received of Daniel Bane three notes of hand for the three annual instalments on the within contract, with the interest included.

A. PALMER,
*Agent for William Oliver.*

Received, Toledo, May 3, 1836, payment in full of first note on within contract.

WILLIAM OLIVER,
By A. PALMER, *Agent.*

$560. TOLEDO, *June* 29, 1835.

On the 29th day of June, 1837, I promise to pay to the order of William Oliver five hundred and sixty dollars, value received.

DANIEL BAIN.

$530. TOLEDO, *June* 29, 1835.

On the 29th day of June, A. D. 1838, I promise to pay to the order of William Oliver five hundred and thirty dollars, value received.

DAN'L BAIN.

*Agreement—W. Oliver and Platt Card.*—91.

Memorandum of an agreement between William Oliver, of Cincinnati, and Platt Card, of Chagrin, Ohio, viz:

William Oliver, aforesaid, hereby makes sale to said Platt Card of 19 in-lots in the town of Port Lawrence, designated on an incomplete plat of said town by small letter c, delivered to said Card, and made to correspond with similar lettering on a map in possession of proprietors of said town; said Card is to pay the sum of eight thousand one hundred dollars for said nineteen in-lots as aforesaid, in manner following, to wit: a check on the Geauga bank, payable at sight, for four hundred dollars; one draft or obligation for six hundred dollars, payable at Commercial Bank of Lake Erie, at 30 days date; one thousand and twenty-five dollars more in six months, with interest; two thousand and twenty-five dollars in one year from date hereof, with interest from date; two thousand and twenty-five dollars in two years, with interest; and two thousand and twenty-five dollars in three years from date, with interest, payable annually. And the said William Oliver covenants and binds himself, his heirs, administrators, &c., on the punctual payment of

each and every sum stipulated as aforesaid, to make a good and sufficient deed to said Card, his heirs or assigns, for the premises aforesaid. It is understood that this agreement shall be cancelled, and a new one substituted of same tenor, so soon as the map of said town, now in progress of being made, is completed and recorded. In ascertaining the said amount for said lots, they have been computed at ten dollars per front foot on Erie and Monroe streets, and five dollars per foot on the other lots, and the parties will abide those rates on admeasurement.

In testimony whereof, we have hereunto signed our names and seals, this the 21st day of June, A. D. eighteen hundred and thirty-four.

WILL. OLIVER, [L. S.]
PLATT CARD. [L. S.]

W. P. DANIELS,
W. J. DANIELS.

The obligations for the several payments *has* been executed and delivered as stipulated in the within agreement.

WILL. OLIVER.

*June* 21, 1834.

Received, October 29, 1838, by the hand of Levi Sears, five hundred and seventy-seven $\frac{17}{100}$ dollars.

$577 17. (Signed) B. S. BROWN, *Agent.*

The company have purchased back of Mr. Platt Card, in-lots numbered one hundred [and] forty-six and one hundred [and] forty-seven, on the corner of Jefferson and Ontario streets, at ten dollars per front foot, that is, twelve hundred dollars, to be adjusted on this contract according to terms of original sale. Also, a deed is to be made to Jos. W. Turner for in-lot numbered twenty-one on Ontario street, on his paying to W. Oliver, or the proprietors, a certain note given to Platt Card for three hundred dollars, bearing interest, dated in May, 1835, which note said Platt Card is to assign over to W. Oliver, which is to be applied on this contract when paid.

Received the above deed for lot No. 21, Oct. 19, 1836.

JOSEPH W. TURNER.

W. Oliver has executed an agreement to deed to Stephen Thorn in-lots 127 and 129, on his making payment agreeable to the contract—that is, four hundred dollars in one and two years, from 21st June, 1835, for which he has given his notes to W. Oliver, $200 each, with interest, which, when paid, will be applicable to this contract.

WILL. OLIVER.

Received of Platt Card, one note payable six months after date, dated July 8, 1835, for three hundred and seventy-five dollars, to apply on the within contract, signed by Oliver Hartwell. Also one

other note, same date, for the same amount, $37[5], signed by Oliver Hartwell, payable twelve months from date, to apply on this contract of paid notes—do not draw interest.

WILLIAM OLIVER,
By ANDREW PALMER.

*July* 8, 1835.

It is agreed by the parties to endorse the lots purchased by this agreement, in-lots numbered as follows, viz: 127, 129, 140, 146, 147, 16, 21, 27, 28, 77, 267, 274, 290, 292, 164, 210, 233, 210, 242, as will appear by the recorded map of Port Lawrence.

WILL. OLIVER,
PLATT CARD.

*October* 13, 1834.

Mr. WILLIAM OLIVER.

SIR: On the payment by Oliver Hartwell of his two notes, $375 each, you will release [and] deed to him lots one hundred and forty and twenty-eight. The notes were described in receipt on this contract this day.

PLATT CARD.

*July* 8, 1835.

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| | | | |
|---|---|---|---|
| Platt Card - - - | | $10,000 | |
| 3 on Erie, 40 feet - - - | 120 | | |
| 1 do 60 feet - - - | 60 | | |
| 6 on Monroe, 60 feet each - - | 360 | | |
| | 540 at $10 | | $5,400 |
| 3 on Jefferson, between Ontario and Erie, 60 feet each - - - | 180 | | |
| 1 on Ontario, between Madison and Adams, 60 feet - - - | 60 | | |
| 4 on Washington street, between Huron and Superior, 60 feet - - | 240 | | |
| 1 lot corner Ontario and Lafayette - | 60 | | |
| | 540 at $5 | | 2,700 |
| | | | $8,100 |
| Check on Geauga bank - - - | | $400 | |
| Draft 30 d. payable Com'l bank Lake Erie - | | 600 | |
| | | 1,000 | |
| Note at 6 m. with interest - - - | | 1,025 | |
| | | | $2,025 |

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$6,075 payable in 1, 2, and 3 years, with interest equally, $2,025.

Second and third instalments paid to Andrew Palmer, agent, and $79 79 on 4th instalment, and interest up to 8th July, 1836.
*June* 16, 1637. W. O.

Lots repurchased 1,200. Turner purchased of Card 300. Thorn 400. Hartwell 750.

*Agreement—W. Oliver and A. Noyes.*—92.

Articles of agreement made this fourth day of July, in the year of our Lord eighteen hundred and thirty-five, between Andrew Palmer, agent for William Oliver, of Toledo, of the first part, and Abijah Noyes, of the same place, of the second part, witnesseth:

That the party of the first part hereby covenants and agrees with the party of the second part, his heirs or assigns, that he will sell and convey in fee, by a good and sufficient deed, to the party of the second part, all those certain pieces or parcels of land situate, lying, and being in the township of Port Lawrence, and State of Ohio, or Territory of Michigan, known and distinguished as town lots numbers fifty-three and seventy-one, in the town plat of Port Lawrence or Toledo, agreeable to a map of said plat made by Seneca Allen, surveyor, and now on file in the register's office for the county of Monroe.

The said party of the second part agrees to erect, on one of the said lots, a suitable building for a dwelling or store, not less than eighteen by thirty feet on the ground, within one year from the first of January next; and also to pay the said party of the first part the sum of six hundred dollars, with interest annually, viz: one hundred dollars with interest on the fourth day of July, 1836; two hundred dollars with interest on the fourth day of July, 1837; three hundred dollars with interest on the fourth day of July, 1838. And the party of the second part covenants and agrees to pay the party of the first part said sum of money, in manner and time aforesaid, with the interest aforesaid, which payment is hereby declared to be a condition precedent to the execution of a deed by the party of the first part; and in case of the failure of the party of the second part to fulfil this contract, in the payments and improvements above mentioned, then this contract to be void, at the election of the party of the first part.

WILLIAM OLIVER, by
ANDREW PALMER, his agent, [L. S.]
ABIJAH NOYES. [L. S.]

Signed and sealed in presence of
PETER PALMER,
S. HOADLEY, Jr.

On which said contract is the following endorsement, to wit: Received six hundred and thirty-nine dollars, in full of the within consideration.

WILL. OLIVER, by
TOLEDO, *July* 10, 1836. A. PALMER, *Agent.*

Deeded to Andrew Palmer. A. PALMER.
*July* 19, 1836.

*Agreement—W. Oliver and J. Baudet.*—93.

Memorandum of an agreement made this fourteenth day of July, in the year eighteen hundred and thirty-four, between William Oliver of Cincinnati, Ohio, by Stephen B. Comstock of Port Lawrence, Michigan Territory, his attorney, of the first part, and Job Baudet, of the latter place, of the second part, witnesseth:

That the said party of the first part, for and in consideration of the conditions hereinafter mentioned and contained, hereby agrees to sell and convey, by good and sufficient deed, to the said party of the second part, by the first day of May, in the year eighteen hundred and thirty-five, town lot No. sixty, situated in the town of Port Lawrence, county of Monroe, and Michigan Territory, reference being made to the recorded plat of said town. The said party of the second part, in consideration of the above, hereby agrees to pay the said party of the first part, the sum of one hundred [and] eighty-two and $\frac{70}{100}$ dollars with interest, by the first day of May, in the year eighteen hundred and thirty-five.

In witness whereof, the said parties have hereunto set their hands and seals, the day and year first above written.

WILLIAM OLIVER, [L. S.]
By STEPHEN B. COMSTOCK, *Att'y.*
JOB his ✕ mark BAUDET. [L. S.]

In presence of
BAXTER BOWMAN,
MARQUIS BALDWIN.

Upon which said contract is the following endorsement, to wit: Received on the within contract, one hundred [and] ninety-four dollars [and] ninety-five cents, being the amount due on the within contract, including principal and interest.

WILL. OLIVER,
*June* 20, 1836. By ANDREW PALMER, *Agent.*

*Agreement—W. Oliver and B. Bowman.*—94.

Article of agreement made this thirtieth day of June, in the year of our Lord eighteen hundred and thirty-five, between Andrew Palmer, agent for Will. Oliver of Cincinnati, of the first part, and Baxter Bowman of the village of Toledo, county of Lucas, and State of Ohio, of the second part, as follows, to wit:

The party of the first part hereby covenants and agrees with the party of the second part, that he will sell and convey in fee, by a

good and sufficient deed, to the party of the second part, all that certain piece or parcel of land situate, lying, and being in the town of Port Lawrence, as follows, viz: fifty feet fronting on Washington street, running back and along Swan street, continued one hundred and twenty feet; thence northwest parallel with the line of Washington street fifty feet; thence parallel with the line of Swan street to the place of beginning, one hundred and twenty feet, agreeable to a map made by Seneca Allen, surveyor, and now on file in the register's office for the county of Monroe, upon condition that the party of the second part erect and complete, within twelve months from the date hereof, a good substantial two story building, at least eighteen by thirty feet, and paint the same white; and upon the payment, by the party of the second part, to the party of the first part, of the sum of three hundred dollars, with interest annually, and all taxes that shall be assessed npon the premises, as follows, to wit: one hundred dollars, with interest, on the thirtieth day of June, eighteen hundred and thirty-six; one hundred dollars, with interest, on the thirtieth day of June, eighteen hundred and thirty-seven; one hundred dollars, with interest, on the thirtieth day of June, eighteen hundred and thirty-eight. And the party of the second part covenants and agrees to pay to the party of the first part, said sum of money in manner and time aforesaid, with interest aforesaid, which payment is hereby declared to be a condition precedent to the execution of a deed by the party of the first part; and in case of failure on the part of the party of the second part to fulfil this contract, in the payments above mentioned, and in making the improvements above stipulated, then this contract to be void, at the election of the party of the first part.

In witness whereof, the parties have hereunto set their hands and seals, the day and year first above written.

WILLIAM OLIVER, [L. S.]
By ANDREW PALMER, *Ag't.*
BAXTER BOWMAN. [L. S.]

Sealed and delivered in presence of
J. HOADLEY, JR.
JOHN S. GARDINEER.

Upon which is the following endorsement:
"Void for non-compliance in every stipulation.
W. OLIVER."

*Agreement—W. Oliver and James Rawles.*—95.

Articles of agreement made this twenty-second day of June, in the year one thousand eight hundred and thirty-five, between William Oliver, of Cincinnati, Ohio, by Andrew Palmer, his agent, of the first part, and James Rawles, of Marion county, Ohio, of the second part, witnesseth:

That the said party of the first part, for and in consideration of the sum of five thousand four hundred dollars, in hand paid by the

party of the second part, as follows, to wit: one thousand three hundred and fifty dollars, on or before the signing and ensealing of these presents; one thousand three hundred and fifty dollars, together with interest on the whole amount then unpaid, on the twenty-second day of June, A. D. eighteen hundred and thirty-six; one thousand three hundred and fifty dollars, with interest on the whole amount then unpaid, on the twenty-second day of June, A. D. eighteen hundred and thirty-seven; one thousand three hundred and fifty dollars, on the twenty-second day of June, eighteen hundred and thirty-eight, together with the interest then due thereon. And the said party of the second part further covenants and agrees, with the party of the first part, that he will erect and finish off in handsome style, within twelve months from the date hereof, upon two of the lots to be conveyed, two good two-story buildings, not less than twenty by thirty feet each on the ground, and paint the same white. The party of the first part covenants and agrees, with the party of the second part, that he will sell and convey, by good and sufficient deed, to the party of the second part, all those certain lots of land known and distinguished as town lots number one hundred thirty-nine (139), one hundred thirty (130), one hundred twenty-eight (128), one hundred twenty-six (126), one hundred twenty-four (124), one hundred twenty-two (122), two hundred forty-four (244), two hundred sixty-five (265), two hundred sixty-six (266), in the town plot of Port Lawrence, according to a plat of said town, made by Seneca Allen, surveyor, and on record in the recorder's office for the county of Monroe, Michigan Territory. And the said party of the second part covenants and agrees to pay to the party of the first part, said sum of money, and to make the said improvements in manner and time aforesaid, with the interest and conditions aforesaid, which are hereby declared to be a condition precedent to the execution of a deed by the party of the first part; and in case of the failure, on the part of the party of the second part, to fulfil this contract in each and every payment and condition above mentioned, then this contract to be void, at the election of the party of the first part.

In witness whereof, the parties have hereunto set their hands and seals, the day and year first above written.

WILLIAM OLIVER, [L. S.]
By ANDREW PALMER, *Ag't.*
JAMES RAWLES. [L. S.]

Sealed and delivered in presence of
W. P. DANIELS,
J. HOADLEY, JR.

Received, Toledo, June 22, 1835, of James Rawles, three notes, bearing equal date herewith, payable in one, two, and three years, including the several amounts of principal and interest for the different instalments of the within instrument.

A. PALMER, *Agent for William Oliver.*

[REC. XCV, J. T. 1843.]—70

Received, June 22, 1836, fifteen hundred and ninety-three dollars, being the amount of the second instalment due on the within contract.

WILLIAM OLIVER,
By ANDREW PALMER, *Ag't.*

96.—*Agreement—W. Oliver and J. Clark, P. Bennett.*

Article of agreement made this twenty-seventh day of June, in the year of our Lord eighteen hundred and thirty-five, between William Oliver, of Cincinnati, by Andrew Palmer, his agent, of the town of Toledo, county of Lucas, Ohio, of the first part, and Jacob Clark and Philo Bennett, of the above mentioned place, of the second part, as follows, to wit:

The party of the first part hereby covenants and agrees with the parties of the second part, that he will sell and convey in fee, by a good and sufficient deed, to the parties of the second part, all that certain piece or parcel of land situate, lying, and being in the town of Toledo, county of Lucas, Ohio, known and distinguished as town lot number one hundred and fifty-three, corner of Ontario and Madison streets; one hundred and fifty-one, Ontario street; one hundred forty-one, on Summit or Erie street—agreeable to a map made by Seneca Allen, surveyor, and now on file in the register's office for the county of Monroe; which deed is to be made and executed, upon the parties of the second part putting up, and finishing in good style, one two story building for a store or dwelling on one of the said lots, within twelve months; one two-story building, in one year from June twenty-seventh, eighteen hundred and thirty-six; one ditto, in one year from June twenty-eighth, eighteen hundred and thirty-seven—upon the payment, by the party of the second part to the party of the first part, of the sum of thirteen hundred dollars, with interest annually, and all taxes that shall be assessed upon the premises, as follows, to wit: three hundred and twenty-five dollars, with interest, on the twenty-seventh day of June, eighteen hundred and thirty-six; three hundred and twenty-five dollars, with interest, June, eighteen hundred and thirty-seven; three hundred and twenty-five dollars, with interest, on the twenty-seventh June, eighteen hundred and thirty-eight; and three hundred and twenty-five dollars, in the month of June, eighteen hundred and thirty-nine, [with] interest. And the parties of the second part covenant and agree to pay to the party of the first part, said sum of money in manner and time aforesaid, with the interest aforesaid, which payment is hereby declared to be a condition precedent to the execution of a deed by the party of the first part; and in case of failure, on the part of the parties of the second part, to fulfil this contract in the payment above mentioned, and in the improvements above stipulated, then this contract to be void, at the election of the party of the first part.

844.



In witness whereof, the parties have hereunto set their hands and seals, the day and year first above written.

ANDREW PALMER,
For WILLIAM OLIVER, [L. S.]
JACOB CLARK, [L. S.]
PHILO BENNETT. [L. S.]

Sealed and delivered in presence of
PETER PALMER,
J. HOADLEY, JR.

TOLEDO, *June* 19, 1839.

Received deed from Wm. Oliver for lot numbered, *for lot* one hundred and fifty-three.

C. G. RULET.

Upon which said agreement are the following endorsements, to wit:

For and in consideration of the sum of five hundred dollars, and for various other considerations hereunto moving, I hereby assign and set over all my right, title, and interest to within lots, described as numbered one hundred and fifty-one (151), and one hundred and forty-one (141), to Jos. R. Williams, provided he shall pay, on the annual payments within named, the sum of nine hundred dollars (one quarter of said sum each year). Dated at Toledo, this eleventh day of January, A. D. 1836. Signed with my hand, and sealed with my seal.

(Signed) JACOB CLARK. [L. S.]

For and in consideration of two hundred dollars to me in hand paid, I freely assign and set over to Jacob Clark all my interest to the mother bond.

Signed PHILO BENNETT.

For and in consideration of the sum of two hundred dollars, the receipt whereof is hereby acknowledged, I assign the south or back half of the lot described within as number one hundred and fifty-three, (153,) provided he erects one of the buildings, (a stipulation for the erection of which is contained according to the conditions of the within instrument,) to Asa D. Reed, and the north of front half to Abijah Noyes, both of Toledo, provided they shall jointly or severally pay, on the annual payments within named, the sum of four hundred dollars, (one quarter of said sum each year.)

Dated at Toledo, signed with my hand and sealed with my seal, this eleventh day of January, A. D. 1836.

Signed JACOB CLARK. [L. S.]

For and in consideration of two hundred dollars in hand paid, the receipt of which is hereby confessed, and two hundred dollars in *in* three months, according to a note dated February 6, I assign

my right, title, and interest of half lot 153, viz: 60 feet on St. Clair and 60 feet on Madison street, to Charles G. McKnight.

Signed ABIJAH NOYES. [L. S.]

TOLEDO, *February* 17, 1836.

Received, June 27, 1836, four hundred and three dollars, being in full of the first annual instalment on the within contract.

WILLIAM OLIVER,
By ANDREW PALMER, *Agent.*

For the consideration of one thousand and fifty dollars, received to my full satisfaction of John Goettel, of Toledo, I hereby assign all my right, title, and interest, in and to the annexed articles of agreement, and the lands therein mentioned and described, to the said John Goettel.

Dated at Toledo, this ninth day of July, A. D. 1836.

*Signed* ASA D. REED.

For the consideration of one thousand dollars, received of William H. Bush, I hereby assign all my right, title, and interest, in and to the annexed contract, and the lands therein mentioned and described, to the said *Wm. H. Bush.*

*Dated Toledo, February 3d,* 1837.

*Signed* *JOHN GOETTEL.*

For the consideration of one thousand dollars, received of William H. Bush, I hereby assign all my right, title, and interest, in and to the annexed article, and the lands therein mentioned and described, to the said William H. Bush.

Dated Toledo, June 23, 1837.

Signed CHAS. G. McKNIGHT.

*Copy.*

Deed to William H. Bush, assignee of John Goettel and Charles G. McKnight, assignees of Asa D. Reed and Abijah Noyes, assignees of Jacob Clark, assignee of Philo Bennett, of lot No. 153.

For the consideration of two thousand dollars, received to my full satisfaction of Charles G. Keeler, of Toledo, Ohio, I hereby assign all my right, title, and interest, in and to the annexed articles of agreement, and to the lands therein mentioned and described, viz: 60 feet on St. Clair street, and 120 feet on Madison street, being lot No. 153, to the said Charles G. Keeler, of Toledo.

Dated at Toledo, Ohio, this nineteenth day of June, A. D. one thousand eight hundred and thirty-nine.

WM. H. BUSH.

*Contracts and deeds in relation to sales of company shares and undivided interests, by Williams & Oliver, filed as exhibits to report of A. F. Perry, S. M. Commissioner.*

Deed—Oliver and wife to C. W. Lynde.

This indenture, made this fifth day of August, in the year of our Lord one thousand eight hundred and thirty-five, between William

Oliver and Eliza his wife, of the city of Cincinnati, of the first part, and Charles W. Lynde, of Homer, Cortland county, New York, of the second part, witnesseth: That the said William Oliver, for and in consideration of the sum of five thousand dollars, lawful money of the United States, to him in hand well and truly paid by the said Charles W. Lynde, the receipt whereof is hereby acknowledged, hath granted, bargained, sold, aliened, released, conveyed, and confirmed, and by these presents doth grant, bargain, sell, alien, release, convey, and confirm, unto the said Charles W. Lynde, his heirs, and assigns, forever, all the following described parcels, pieces, or lots of land, lying and being in the Port Lawrence division of Toledo, according to the map surveyed by Seneca Allen, surveyor, and recorded in Monroe county, Michigan Territory, in eighteen hundred and thirty-four, to wit: In-lots numbered ninety-nine and one hundred, (99 and 100,) forty feet in width each, from southeast side of Erie street, the same width to a line nearly parallel with the bank to be established by the proprietors in the river, to which the improvements, wharfs, and piers shall extend, and not beyond, reserving all ferry privileges, and the right of way for Water street across said lots; also, in lots numbered two hundred, fifteen, thirty, one hundred and fifty-two, fifty, sixty-four, one hundred and ninety-two, two hundred and thirty-nine, two hundred and sixty, two hundred and eighty-four, three hundred and two, three hundred and twenty-three, and three hundred and eighteen. And all the estate, right, title, interest, claim, and demand, of him the said William Oliver, of, in, and to the said premises, and every part thereof; together with all and singular the privileges and appurtenances to the same belonging, or in anywise appertaining, and the rents, issues, and profits thereof: To have and to hold the premises hereby bargained and sold, or meant or intended so to be, with the appurtenances, to the only proper use and behoof of the said Charles W. Lynde, his heirs, and assigns, forever. And the said William Oliver, for his heirs, executors, and administrators, doth promise, covenant, and agree, to and with the said Charles W. Lynde, his heirs, executors, administrators, and assigns, that he is the true and lawful owner of the premises hereby granted, and has good right, full power, and lawful authority to sell and convey the same, in manner and form aforesaid. And further, that he, the said William Oliver, his heirs, executors, and administrators, will warrant and forever defend the aforesaid premises, with their appurtenances, and every part and parcel thereof, unto the said Charles W. Lynde, his heirs, and assigns, against all persons claiming, or to claim, by, from, or under him, them, or any of them, or by, from, or under any other person or persons whomsoever.

In witness whereof the said William Oliver, together with Eliza Oliver his wife, have hereunto set their hands and seals, the day and year first above written.

WILL. OLIVER, [L. S.]
ELIZA OLIVER. [L. S.]

Sealed and delivered, in presence of
JAMES LODGE,
HENRY ROCKEY.

Cancelled by a subsequent deed.

CHARLES W. LYNDE.

STATE OF OHIO, *Hamilton county, City of Cincinnati, ss:*

Before me, Henry Rockey, a notary public, duly commissioned and qualified, residing in said city, personally appeared Wm. Oliver, together with Eliza his wife, the within named grantors, and acknowledged the above deed of conveyance to be their voluntary act and deed, for the uses and purposes therein mentioned; and the said Eliza Oliver, wife of the said Wm. Oliver, being examined separate and apart from her said husband, and the contents of said deed being made known and explained to her, declares that she voluntarily, and of her own free will and accord, without any fear and coercion of her husband, did, and now doth, acknowledge the signing and sealing thereof.

In testimony whereof, I have hereunto set my hand and affixed my notarial seal, this fifth day of August, in the year of our Lord one thousand eight hundred and thirty-five.

HENRY ROCKEY, [L. S.]
*Notary Public.*

Words "the" and "every," "ninety-nine and one hundred," interlined before signing. W. O.

CINCINNATI, *August* 5, 1835.

DEAR SIR: Yours of 20th ult. came to hand 1st instant. Herewith is deed for lands or lots falling to you and Mr. Raymond, by the partial division at Port Lawrence, fore part of July. There was some difficulty between Mr. Clark and Judge McCollum about the railroad and bank stock, that induced Mr. Clark to decline his arrangement with me, but would renew it if the stock matter was adjusted satisfactorily. I shall be glad if Mr. Raymond will settle at Toledo; if he goes up, I wish him to pay particular attention to our lands across the river. It is now reported Governor Mason is superceded by General Cameron, of Pennsylvania, in the government of Michigan. I shall be at Washington next winter. I have nothing new about the canal, not having met with any body connected with that service. Mr. Williams is now in New York. Get Mr. Raymond's assent endorsed on the agreement for you to receive title; it will not suit me, residing at such a distance, to take the

Buffalo bonds and mortgages, nor will it answer me so well to change the place of payment. Please endorse on agreement the lots deeded.

Yours, sincerely,
WILL. OLIVER.

CHS. W. LYNDE, esq.

N. B. I was against a division, but was overruled by other proprietors. W. O.

*Agreement—Oliver, Baum, and Williams.*

Memorandum of an agreement made and entered into this sixteenth day of May, in the year of our Lord eighteen hundred and thirty-one, between William Oliver, Martin Baum, and Micajah T. Williams, all of Cincinnati Ohio, viz:

1st. William Oliver hereby sells, in fee simple, unto said Martin Baum and Micajah T. Williams, and their respective heirs, each one equal undivided third part of the following tracts of land, situate at and near the town of Port Lawrence, and near the Maumee river, being the tracts Nos. one, two, eighty-six, and eighty-seven, (excepting sixty acres of tract No. eighty-six, sold by Martin Baum to Joseph Prentis and Joseph Tromley,) for the sum of fifteen hundred and fifty-five dollars for each third part.

2d. The said parties hereto mutually agree, that for greater convenience in transacting the business, the legal title of said lands shall remain in William Oliver until a division shall be made thereof, as herein after provided; and when a division of the property shall take place, said William Oliver, his heirs, [and] executors, shall convey to said Martin Baum and Micajah T. Williams, their heirs and assigns, respectively, by quit claim deed, severally, the parts or parcels of said lands which shall be allotted or set apart to each respectively in such division; and in case no division shall be effected, said William Oliver, after the expiration of three years, shall convey in like manner, if requested so to do, to said Baum and Williams, their heirs and assigns, each an undivided third part of said lands which shall then remain unconveyed.

3d. The said parties further agree to lay out a town on said property where Port Lawrence was formerly laid out, retaining the same name, but changing the plan and extent, as the parties may deem proper; and the said William Oliver is hereby fully authorized to lay out said town, and take all necessary and proper steps, and make all necessary and proper arrangements in relation thereto, and for *the* bringing the lots into market, and for promoting [the] prosperity of the town, and to sell and donate lots to settlers and purchasers, and to execute deeds of conveyance therefor; and in case any difference of opinion shall arise in any matter in relation to the property, or the business connected therewith, the opinions of the representatives of a majority of interest in the pro-

perty shall be binding on the whole, unless in this instrument otherwise expressly provided.

4th. The parties further agree to make partition of said property among the proprietors, according to their respective interest, at the end of three years from the date hereof, (unless the proprietors unanimously shall otherwise agree;) and said partition, unless otherwise unanimously agreed upon, shall be made by parcelling, valuing, numbering, and drawing, under the direction of an umpire to be chosen by the owners of the majority of the property; and in all matters touching said partition, in which the proprietors shall disagree, the decision of such umpire shall be conclusive and binding upon all parties. And in case of the death of any of the proprietors, the survivors shall have full right and power, by themselves, and by a majority of them aforesaid, to carry on and continue all business touching said town, to make contracts and sales of lots and lands, lay out the town, and generally to do all things, in relation thereto, which the proprietors, if living, could do for the said term of three years, and then to make partition as aforesaid; and all acts so done by the survivors, or a majority of them, as aforesaid, shall be binding on the property and the representatives of the deceased; such survivors, however, first giving to the heirs, or administrators, or executors of the deceased, a bond for the faithful management of the property, and for duly accounting for the proceeds thereof.

5th. The proprietors shall contribute, in proportion to their respective interest, to all charges, expenses, claims, and disbursements touching the premises, or arising out of the execution of this contract, or becoming necessary for completing [the] same.

6th. The parties agree to make titles to the legal holders of outstanding certificates for lots in Port Lawrence, purchased of the Port Lawrence Company [in] 1817, upon such holders completing the payments to the parties hereto, according to the original terms of sale.

7th. Said William Oliver shall be refunded his expenses, and allowed a fair compensation for his services in superintending said business; and shall render fair statements of his transactions as often as requested, and account for all moneys he may receive accruing from the said property.

8th. The parties agree to admit a fourth person as a proprietor—a man of enterprise and character—on equal terms with themselves, on his establishing himself permanently at Port Lawrence, and devoting himself to the improvement of the place.

In testimony whereof, the said parties have hereunto set their hands and seals, the day and year first above written, (signed duplicates.)

WILL. OLIVER, [SEAL.]
MARTIN BAUM, [SEAL.]
M. T. WILLIAMS. [SEAL.]

In presence of ELISHA BRIGHAM,
O. PENNIMAN.

I hereby acknowledge payment of within stipulated sum of fifteen hundred and fifty-five dollars from said Baum and Williams, severally.

WILL. OLIVER.

AUGUST 1, 1831.

William Oliver having refunded to us, Samuel Perry and David C. Wallace, administrators of Martin Baum, deceased, the amount advanced by Martin Baum on this contract, with interest, and released a certain judgment or decree in the supreme court of Michigan Territory in favor of said Oliver, against said Baum, and agreed to take up the outstanding obligations given by said Baum for lots sold in Port Lawrence, on certain conditions, as per agreement, we, as administrators, as aforesaid, in consideration thereof, and to procure funds to pay debts of said Baum's estate, considering said arrangement beneficial to said estate, do hereby release and relinquish the within contract, and all right and interest in the same, so far as we have right or authority so to do, unto the said Oliver; but without personal recourse to us in any event.

Witness our hands and seals, this 22d day of October, 1833. M. T. Williams' name erased before signing, and "on certain conditions, as per agreement" interlined.

SAML. PERRY, [SEAL.]
D. C. WALLACE. [SEAL.]
*Administrators of M. Baum, deceased.*

*Agreement—Oliver, Lynde & Raymond.*

Article of agreement made and entered into this the thirtieth day of June, A. D. eighteen hundred and thirty-five, between William Oliver, of Cincinnati, Ohio, of the first part, and Charles W. Lynde and Philander Raymond, of the second, as follows, to wit:

The party of the first part, for and in consideration of the sum of thirteen thousand dollars, to be paid in manner hereinafter stipulated, covenants and agrees for himself, his heirs, executors, or administrators, with the party of the second part, that he will sell and convey in fee, by a good and sufficient deed, to the party of the second part, their heirs, or assigns, all the following described lands, to wit: An undivided interest equal to one hundred acres of tracts eighty-six and eighty-seven, excepting seventy-five acres off the upper end of tract 86, sold to Prentis, Tromley, and *Andr.* , within the twelve miles reserve, at the foot of the rapids of the Miami of Lake Erie; and fractional sections one and twelve, township ten south, and range seven east, within the Monroe land district, adjoining said tracts 86 and 87, on the east side and running to the river. The whole quantity of said tracts and sections containing three hundred and ninety-five acres and $\frac{79}{100}$, (exclusive of the 75 acres sold as above,) which said undivi-

ded interest of one hundred acres lies. Also an undivided one-sixteenth part of tracts one and two, including the Port Lawrence division of Toledo, with all the improvements and appurtenances, in the proportion owned by the proprietors; and all moneys due, or that may be due, said proprietors, arising from sales of said property, subject in all respects to disbursements, sales and contracts touching the premises, as an original proprietor.

And the said party of the second part covenants and agrees to pay the party of the first part four thousand three hundred and thirty-four dollars in hand, and the remaining eight thousand six hundred and thirty-six dollars, and interest at the rate of six per cent. per annum, on the first day of June, eighteen hundred and thirty-six, at the office Bank U. States, in the city of New York; which payments are hereby declared to be a condition precedent to the execution of a deed by the party of the first part; and in case of failure on the part of the party of the second part to fulfil this contract, in the payments above mentioned, then this contract to be void at the election of the party of the first part: Provided, the party of the first part shall execute and tender a good and sufficient deed to the party of the second part, at maturity of said note, payable on the first of June next.

In witness whereof, the parties have hereunto set their hands and seals, the day and year first above written.

WILL. OLIVER, [L. S.]
[L. S.]
[L. S.]

Sealed and delivered in presence of
ANDREW PALMER,
PETER PALMER.

I acknowledge the receipt of four thousand three hundred and thirty-four dollars in cash, and the note of the second party in conformity with this agreement.

WILL. OLIVER.

*June* 30, 1835.

For and in consideration of the sum of one dollar, to me in hand paid by Charles W. Lynde, I hereby assign, sell, and set over to him all my right, title, and claim to the within bond.

PHILANDER RAYMOND.

CLEVELAND, OHIO, *July* 2, 1835.

Received on the within, a deed for the following lots in the Port Lawrence plot of Toledo, from Mr. William Oliver, dated August 5, 1835, viz: lots ninety-nine, one hundred, two hundred, fifteen, thirty, one hundred and fifty-two, fifty, sixty-four, one hundred and ninety-two, two hundred and thirty-nine, two hundred and sixty, two hundred and eighty-four, three hundred and two, three hundred and twenty-three, and three hundred and eighteen, this 17th of August, 1835.

CHAS. W. LYNDE.

*Letter of Oliver to administrators of Baum.*

CINCINNATI, *August* 14, 1833.

GENTLEMEN: It is necessary to make improvements at Port Lawrence to bring it into notice. The natural advantages are being lost in the rival interests growing up at other points in the neighborhood, which have already acquired such importance as to require greater means than we control to overcome. To associate capitalists, we must offer the property free of incumbrance, and whilst the interest of Mr. Baum's estate hangs upon it, we may give up all hopes of success. The administrators being of opinion they cannot contribute to expenditures in improvements, urges, in the strongest language, the propriety of releasing our property from the injury the incumbrance of the estate will produce on the whole concern. The apprehension of losing the advantages we have heretofore attached to the property, by the incumbrance of Baum's estate on it, induced me to offer terms for removing the difficulty; and as the estate cannot by possibility be benefited by holding on, it would be unjust in the extreme, to subject our property to certain loss, in continuing the difficulty. I feel satisfied, however, you will be disposed to carry out the arrangement according to our understanding. I will now repeat the terms before submitted, and add the necessary legal expenses in the Michigan courts to effect the object, viz: I will refund the purchase money, with interest from the date of purchase. Lift the outstanding certificates for lots sold in Port Lawrence by Mr. Baum as Trustee, and release the estate from all liability on that account. Release the estate from all further liabilities for the unsatisfied balance of a judgment against the company, recovered in the supreme court of Michigan, which balance now, with interest, is about $2,000. I will also pay the necessary charges in Michigan to give this agreement legal effect. The money due the estate under this agreement, shall be paid to suit the administrators, and security given to protect the estate in the other matters as promised above.

Respectfully,

WILL. OLIVER.

Messrs. PERRY & WALLACE,
*Administrators of the estate of M. Baum, deceased.*

*William Oliver to estate of Martin Baum,* DR.

| | | |
|---|---|---|
| To amount paid on lands at and near Port Lawrence | | $1,555 00 |
| interest from date payment to Oct., 1833 - - | | 221 33 |
| | | 1,776 33 |
| half of 88 $\frac{67}{100}$ acres land in fractional section 1, town. 10 S., range 7 E. - - | 55 42 | |
| half of advance paid Clark - - | 15 00 | |
| interest to 1st October, 1833 - - | 17 07 | |
| | | 87 49 |

| | | |
|---|---|---|
| To one-third of 108 $\frac{12}{100}$ acres of land in fractional sec. 12, T. 10 S., range 7 E. - | 45 05 | |
| $\frac{1}{3}$ of moneys paid out about Port Lawrence | 19 37 | |
| interest on same to 1st Oct., 1833 - | 7 88 | |
| | | $72 30 |
| amount paid by Martin Baum on in-lots No. 6, 86, 144, 153, 193, 244, 228, 275, 318. (The certificates of purchase for in-lots 153, 228, and 144, are mislaid, and when found, are to be assigned to Wm. Oliver by administrators) - - | | 258 00 |
| For cash received of James Wilkinson on account of lease commencing 1st May, 1833 - - - | | 75 00 |
| | | $2,269 12 |

*Ditto.* Cr.

| | | | |
|---|---|---|---|
| 1833. | | | |
| Oct. 24 | By amount of account against Mr. Baum, incident Maumee Co. land business - - - | $588 44 | |
| | By cash paid administrators this day - - - - | 680 68 | |
| | By note at 90 days, int. $15 paid | 1,000 00 | |
| | | | $2,269 12 |

Cincinnati, 28*th October*, 1833.

This day settled the above account as stated.

SAML. PERRY,
D. C. WALLACE,
*Administrators of M. Baum.*
WILL. OLIVER.

*A.—Exhibit—Bal. due Plff. Oliver against Baum, and Bill Costs.*

| | | |
|---|---|---|
| Supreme court of the territory of Michigan, sitting in chancery. William Oliver vs. Martin Baum. 1828, Jan'y 2d, decree in favor of complainant for debt - | | $2,305 96 |
| 1828, Sept. 1. Mortgaged premises sold under decree, and struck off to complainant for - - - | | 618 56 |
| Bal. of debt - - | | $1,687 40 |
| *Costs of foreclosure:* | | |
| Clerk - - - - - | $14 87½ | |
| Assistant register—commission on sales - | 24 97 | |
| Master - - - - - | 2 00 | |
| Sheriff - - - - - | 50 | |
| Crier - - - - - | 12½ | |
| Printer - - - - - | 6 25 | |
| | | 48 72 |
| Total bal. debt, costs due complainant - | | $1,736 12 |

I, John Winder, register of the supreme court, sitting in chancery, do hereby certify that the above is a correct statement of the debt, costs, and proceedings in the above entitled case, as appears of record.

Given under my hand at Detroit, this 12th day of Sept. A. D. 1828.

JOHN WINDER, *Register.*

I, William Oliver, named within, do hereby covenant and agree with the representatives of Martin Baum, deceased, that I will not, in any way, prosecute the decree within mentioned, against the estate of said Martin Baum, deceased, or set any claim against said estate on account thereof; and on receiving a valid and indisputable release from all the heirs of M. Baum, deceased, of the same tenor and effect as the one signed by Ann Baum, widow of the said Martin Baum, deceased, and others of this date, I will enter satisfaction in full of the within decree.

Witness my hand and seal, this 22d day of October, A. D. 1833.

But if any of said heirs, when coming of age, shall refuse to give such release, I am at liberty to prosecute said decree against said property, but against no other property or person whatsoever, except as provided for below.

[WILL. OLIVER,] [SEAL.]

A copy made out, and signed, and delivered to administrators.
*Oct.* 22, 1833. W. O.

*G. 2.—Deed of Repurchase of Baum's Heirs.*

V. 3. This indenture, made the twenty-second day of October, in the year of our Lord eighteen hundred and thirty-three, between Ann Baum, widow of Martin Baum, deceased, and Jacob Baum, Alexander H. Ewing and Mary P. Ewing his wife, late Mary P. Baum, and David C. Baum, heirs of said Martin Baum, deceased, party of the first, and William Oliver, party of the second part, all of Cincinnati, Ohio, witnesseth as follows:

Whereas, by an agreement made with the said William Oliver, by the said Martin Baum, dated May 16th, 1831, the said Oliver agreed to sell to said Baum, on certain terms and conditions, as in said contract are stated, an undivided third part of four certain tracts of land, situate at or near the town of Port Lawrence, and near the Maumee river, being the tracts numbered one, two, eighty-six, and eighty-seven, (except sixty acres of tract No. eighty-six,) for the sum of fifteen hundred and fifty-five dollars, which was afterwards paid by said Martin Baum, deceased.

And whereas, said William Oliver, by contract dated July 29th, 1831, for value received, agreed to deed to said Martin Baum, deceased, one undivided half of fractional section numbered one, town. ten south, range seven east, purchased at Monroe land office, Michigan, October 25, 1828, containing eighty-eight and $\frac{67}{100}$ acres

of land, for which said Martin Baum paid William Oliver aforesaid one half the purchase money in his lifetime. And also, in the said contract, agreed to deed as aforesaid an undivided half of ten acres of land off tract three, reserved in negotiation with the University of Michigan, when the title should be perfected, but for which no consideration was paid by the said Martin Baum, deceased, because of uncertainty of title.

And whereas, the said William Oliver purchased at the land office at Detroit, in eighteen hundred and thirty-one, a certain tract of land, to wit: the fractional section twelve, in township ten south, of range seven east, containing one hundred and eight acres and twelve hundredths, (see patent to said Oliver, issued 4th April, 183–,) and undivided third part of which said Oliver agreed to convey to said Baum, deceased, said Baum having paid, in his lifetime, one-third of the purchase money to said Oliver.

And whereas, it has been deemed advisable and for the interest of the estate of the said Martin Baum to settle the claim of estate under the contract aforesaid, under the following agreement, viz: that the said William Oliver should refund and pay over to the administrators of Martin Baum, deceased, for the purposes of paying the debts of the estate, the said sum of fifteen hundred and fifty-five dollars with interest, being seventeen hundred seventy-six dollars and $\frac{33}{100}$; and the further sum of one hundred fifty-nine dollars and $\frac{79}{100}$, for the two fractions as aforesaid, being principal and interest, and $19 37, expenses about the aforesaid property. Also, the further sum of two hundred and fifty-eight dollars, being first and second instalments paid by the said Martin Baum, deceased, for in-lots numbered 6, 86, 144, 153, 193, 224, 228, 275, and 318, in the town of Port Lawrence aforesaid, (being part of the outstanding certificates which this agreement provides for taking up below,) and also to purchase and take up the outstanding certificates and obligations given by said Martin Baum, or his lawful agent, for lots sold in the town of Port Lawrence aforesaid. And that the said William Oliver should agree not to prosecute a certain decree in his favor against the said Martin Baum, deceased, in the supreme court of Michigan, on which there remains due about twenty-three hundred dollars, including interest, and that the representatives of said Martin Baum, deceased, in consideration of the undertakings by the said Oliver as aforesaid, should release all claim in and to the lands aforesaid.

Now, therefore, this indenture witnesseth, that the said parties of the first part, for and in consideration of the premises, and of the performance by the said William Oliver, on his part, of the arrangement aforesaid, and of one dollar paid by the said William Oliver to the said party of the first part, do hereby sell, assign, transfer, and convey, release, and forever quit-claim unto the said William Oliver, his heirs and assigns forever, all right, title, interest, claim, and demand, in and to the tracts of land herein before

described, and all and singular the benefits, privileges, and appurtenances to the same belonging, or in anywise appertaining, and also all interest, claim, demand, or account, under the aforesaid contract of May 16th, 1831, or any of the contracts aforesaid.

In testimony whereof, the said party of the first part have hereunto set their hands and seals, the day and year first above written.

ANN BAUM, [SEAL.]
JACOB BAUM, [SEAL.]
A. H. EWING, [SEAL.]
MARY P. EWING, [SEAL.]
D. C. BAUM. [SEAL.]

Signed, sealed, and delivered in presence of us:
EDWD. W. PERRY,
WM. RUFFIN.

THE STATE OF OHIO, *Hamilton county, ss :*

Before me, William Ruffin, a notary public in and for said county, residing in the city of Cincinnati, personally appeared Ann Baum, widow of the late Martin Baum, dec'd, Jacob Baum, A. H. Ewing, Mary P. Ewing, wife of A. H. Ewing, and late Mary P. Baum, and D. C. Baum, heirs and representatives of the late Martin Baum, deceased, the within named grantors, and acknowledged the foregoing deed of release to be their voluntary act and deed, severally, for the uses and purposes therein mentioned; and the said Mary P. Ewing, being examined separate and apart from her said husband, and the contents of said deed being made known and explained to her, declares, that she voluntarily and of her own free will and accord, without any fear and coercion of her said husband, did, and now doth, acknowledge the signing and sealing thereof.

In testimony whereof, I have hereunto set my hand and [L. S.] affixed my notarial seal, this the twenty-eighth day of October, A. D. eighteen hundred and thirty-three.

WM. RUFFIN, *Notary Public.*

*Oliver and Ruffin's bond for taking up certificates for lots in Port Lawrence.*

Know all men by these presents, that we, William Oliver and William Ruffin, are held and firmly bound unto Samuel Perry and David C. Wallace, administrators of Martin Baum, deceased, in the sum of one thousand dollars, lawful money of the United States, to be paid to the [said] Perry and Wallace, their executors, administrators, or assigns, for the use of Martin Baum's estate; for the payment whereof, well and truly to be made, we bind ourselves, our heirs, executors, and administrators, firmly by these presents. Sealed with our seals, dated this twenty-second day of October, in the year 1833.

The condition of the above obligation is such, that if the said William Oliver shall well and truly take up all outstanding certificates for lots sold in the town of Port Lawrence by said Martin Baum, deceased, or by the said William Oliver, agent or attorney for the said Martin Baum, the titles whereof have failed by forfeiture or relinquishment of the land to the United States, so far as to exonerate the estate of said Martin Baum from each and every liability whatever on account thereof, and shall save and keep the said administrators, and the heirs and estate of said Martin Baum, forever harmless and indemnified of and from all liabilities on account of said outstanding certificates, then this obligation to be void, otherwise to be and remain in full force.

WILL. OLIVER, [L. S.]
WM. RUFFIN. [L. S.]

This obligation for taking up outstanding certificates is in part consideration of the representatives of Martin Baum, deceased, releasing claim to certain land at and near Port Lawrence.

*Sale to S. B. Comstock.—G. 2.*

Memorandum of an agreement made this nineteenth day of September, in the year of our Lord eighteen hundred and thirty-two, by and between Micajah T. Williams and William Oliver, of Cincinnati, in the State of Ohio, of the first part, and Stephen B. Comstock, of Adrian, in the Territory of Michigan, of the second part, as follows, viz:

The said Williams and Oliver agree to sell to the said Comstock and his heirs, on the terms and conditions, and for the consideration as hereinafter contained, one equal undivided fourth part of the tracts of land Nos. one and two at Port Lawrence, on the Maumee river, near Lake Erie, for the sum of twelve hundred and fifty dollars, payable in the manner hereinafter stated, and for the services to be performed by the said Comstock, as hereinafter stated.

*T.* 3.

And the said Comstock on his part agrees to pay the sum of twelve hundred and fifty dollars, by building on said premises, within one year from the date hereof, a warehouse and wharf, and by making and improving the streets thereon, all or either as may [be] esteemed most conducive [to] the interests of the proprietors; the fair cost of which improvements shall be reported to said Williams and Oliver, and three-fourths of that cost be credited to said Comstock, on account of said sum of twelve hundred and fifty dollars; the said buildings and improvements to be made and conducted according to any direction said Williams and Oliver may see proper to give, and to be done always in a good and faithful manner.

And it is further mutually agreed, that all such further improvements and buildings shall be made on the said premises, as the said

Williams, Oliver, and Comstock, or a majority of them, shall direct or require, to which each of the parties, as also the interest owned by the estate [of] Martin Baum, shall contribute in proportion to the amount of his interest.

And it is further mutually agreed, that the said Comstock shall forthwith settle at the town of Port Lawrence, and continue to reside there, and act as the agent for the proprietors in relation to all business of said town, superintending all improvements of the proprietors, selling lots, arranging streets, adjusting all difficulties, making partition among the proprietors, and, generally, transacting all business of the proprietors relating to said town, which they, or a majority of them, shall deem proper, or request to be done; and so to continue to act as such agent, so long as the property shall remain undivided among the proprietors, or the proprietors shall continue to act together, as jointly concerned in conducting the town; all of which agency business shall be free of charge. And the said Comstock covenants to conduct all the said business faithfully, and according to the best of his skill and ability, and to render just accounts of all his proceedings, whenever requested so to do, to the said Williams and Oliver, and to pay over to them all moneys or other property received by him for the proprietors, excepting his own share thereof, or to appropriate the same according to the directions of a majority of the proprietors, and to keep the said Williams and Oliver advised of his proceedings.

And it is further agreed, that the said Comstock shall be considered as a proprietor of said town of Port Lawrence, under the terms of the original article of agreement between the said Williams and Oliver, and Martin Baum, now deceased, dated May 16, 1831, as the fourth person provided to be taken into said company, and shall be entitled to a deed for his interest, on complying with the agreements in this present article contained, on his part to be performed, according to the terms of the said articles of May 16, 1831, and shall be bound by the terms of said articles in relation to partition, sales, and survivorship, and the improvements of the town, and shall faithfully devote himself to the improvements of said town.

In testimony whereof, the said Micajah T. Williams, William Oliver, and Stephen B. Comstock, have hereunto set their hands and seals, the day and year first above written.

(*Signed duplicates*)

M. T. WILLIAMS,
WILL. OLIVER,
STEPHEN B. COMSTOCK.

Signed, sealed, and delivered in presence of
JOSEPH PERRY,
MORRIS SYMONDS.

*Statement account Oliver against Baum, July* 29, 1831.

Martin Baum to William Oliver, Dr.

| | |
|---|---|
| 1831, July 29, for one-third of tracts one, two, eighty-six, and eighty-seven, (excepting 60 acres off tract 86,) near Port Lawrence, as per agreement and endorsement thereon - - - - - | $1,555 00 |
| Interest from 16th May till 29th July, 1831 - - | 19 18 |
| To one-half expenses paid by W. Oliver on suit with Pray vs. Baum and Oliver - - - - | 350 00 |
| | 1,924 18 |
| *Credit.* | |
| By tract 23, Maumee, per deed from said Baum to said Oliver - - - - - - - | 800 00 |
| | 1,124 18 |
| By cash - - - - - - - | 500 00 |
| | 624 18 |
| Interest 93 days - - - - - | 9 68 |
| | $633 86 |

Received note for six hundred [and] thirty-three dollars 86 cents, in full for balance above account.

$633 86 WILL. OLIVER.

*G.* 3.—*Sale of one-fourth P. Lawrence to E. Bissell, 8th May,* 1834.

An agreement made this eighth day of May, 1834, between Wm. Oliver and M. T. Williams, of Cincinnati, Ohio, of the first part, and Edward Bissell, of Lockport, N. Y., of the second part, witnesseth:

The parties of the first part, in consideration of one dollar in hand paid, the receipt of which is hereby acknowledged, agree to sell and convey to the party of the second part, one equal undivided one-fourth part of tracts Nos. one and two, situated on Maumee river, in the township of Port Lawrence, Michigan Territory, the title to which is now in Wm. Oliver, by patent issued from the General Land Office of the United States; together with one-fourth part of all the improvements made, and one-fourth interest in all claims due for sales of lots, or for other purposes. The party of the second part agrees to pay, for the property above mentioned, the sum of seven thousand dollars, as follows: to Stephen B. Comstock, two thousand five hundred dollars, and the remainder to the said parties of the first part, in equal payments of fifteen hundred

dollars each, in six, twelve, and eighteen months from the date hereof, with interest; which payments are to be made previous to the execution of a deed, by the parties of the first part, to the party of the second part; the said fourth, as aforesaid, is not chargeable with any claims whatever for moneys expended in and about said premises heretofore, except for the wharf now being constructed below Jefferson street.

In witness whereof, the parties have hereunto set their hands and seals, this the eighth day of May, A. D. 1834.

WILL. OLIVER, [L. S.]
M. T. WILLIAMS, [L. S.]
EDWARD BISSELL. [L. S.]

Witnesses present:
SAM'L MORRISON,
STEPHEN B. COMSTOCK.

Received three several notes, of fifteen hundred dollars each, at six, twelve, and eighteen months, as provided in this agreement.

WILL. OLIVER,
*for himself and M. T. Williams.*

MR. WILLIAM OLIVER:

Please convey to Isaac S. Smith one undivided sixteenth part of tracts numbers one and two in the twelve-mile reservation, near the mouth of Swan creek, which is a part of one undivided fourth part of the same which you contracted to convey to me.

EDWARD BISSELL.

TOLEDO, *July* 2, 1835.

Mr. Oliver having accepted my order to convey to Isaac S. Smith one-sixteenth part of the tracts one and two on the twelve-mile reservation, I hereby consent to the conveyance made to said Smith of one-sixteenth part of the lots so divided by the proprietors, a record of which has been entered on the books of the Port Lawrence Company.

EDWARD BISSELL.

TOLEDO, *July* 7, 1835.

*G.* 5.—*Agreement—Oliver with Pratt and Taylor.*

An agreement made the seventeenth day of October, 1834, between William Oliver, of Cincinnati, and Pratt and Taylor, of Buffalo.

William Oliver, in consideration of the payment to be made as hereinafter specified, agrees to sell and convey, by warrantee deed, to Pratt and Taylor, one equal undivided sixteenth part of tracts numbers one and two, situated on the Maumee river, in the township of Port Lawrence, Michigan Territory, the title to which he now holds, by patent issued from the General Land Office of the United States; together with one undivided sixteenth part of all

the improvements made, and one-sixteenth interest in all claims due for sales of lots, or for any other purposes—subject to a proportionate charge for all outstanding claims which have been contracted for improvements in buildings, wharves, streets, and highways.

Pratt and Taylor, in consideration of the performance of the above agreement, bind themselves to pay to William Oliver the sum of four thousand dollars, (viz:) one thousand dollars upon the execution hereof, and three thousand dollars on or before the first day of July next, with interest after the first day of January next; the title to the property to be given on the completion of the last payment. Pratt and Taylor agree to erect at Toledo, within one year from this date, a warehouse, not inferior to the one now erecting for Edward Bissell at Vistula; and further, they agree to erect one good dwelling-house next summer, and another the summer after. They also agree to arrange for a line of steamboats, so that three boats shall leave Buffalo for Toledo, stopping at the upper and lower landings, weekly, and three shall leave both landings of Toledo for Buffalo weekly, accidents and contingencies excepted, during the season of eighteen hundred and thirty-five.

Signed at Detroit, the date above written.

WILL. OLIVER, [L. S.]
PRATT & TAYLOR,
By ISAAC S. SMITH. [L. S.]

Witness: JAS. P. MCKINSTRY.

DETROIT, 17*th October*, 1834.

Received Isaac S. Smith's drafts, this date, on Hiram Pratt, Buffalo: one payable one day after sight, for one thousand dollars; the other payable on the first day of July next, for three thousand and ninety dollars—which, when paid, will be in full for the payments mentioned in the within contract.

$1,000. } Duplicate. WILL. OLIVER.
3,090. }

I hereby agree to leave it discretionary with Smith and Macy to erect the warehouses within mentioned, or to erect, in lieu thereof, dwelling-houses of an equal amount in value.

WILL. OLIVER.

*G.* 4.—*Agreement—W. Oliver with Smith and Macy.*

An agreement made the seventeenth day of October, 1834, between William Oliver, of Cincinnati, Ohio, and Smith and Macy, of Buffalo, New York.

William Oliver, in consideration of the payments to be made as hereinafter specified, agrees to sell and convey, by warrantee deed, to Smith and Macy, one equal undivided sixteenth part of tracts numbers one and two, situated on the Maumee river, in the township of Port Lawrence, Michigan territory, the title to which he

now holds, by patent issued from the General Land Office of the United States; together with one undivided sixteenth part of all the improvements made, and one-sixteenth interest in all the claims due for sales of lots, or for any other purposes—subject to a proportionate charge for all outstanding claims which have been contracted for improvements in buildings, wharves, streets, and highways.

Smith and Macy, in consideration of the performance of the above agreement, bind themselves to pay to William Oliver the sum of four thousand dollars, (viz:) one thousand dollars upon the execution of this agreement, and three thousand dollars on or before the first day of July next; the title to the property to be given on the completion of the last payment. Smith and Macy agree to erect at Toledo, within one year from this date, a warehouse, not inferior to the one now erecting for Edward Bissell at Vistula; and further, they agree to erect one good dwelling-house next summer, and another the summer after. They also agree to arrange for a line of steamboats, so that three boats shall leave Buffalo for Toledo, stopping at the upper and lower landings, weekly, and three shall leave both landings of Toledo for Buffalo, accidents and contingencies excepted, during the season of eighteen hundred and thirty-five. Interest on three thousand dollars to be paid after the first day of January.

Signed at Detroit, the date above written.

WILL. OLIVER, [L. S.]
SMITH & MACY. [L. S.]

Witness: JAS. P. MCKINSTRY.

DETROIT, 17*th October*, 1834.

Received of Smith and Macy their acceptance of Isaac S. Smith's draft, this date, for one thousand dollars, and their note this date, payable on the first of July next, for three thousand and ninety dollars, which, when paid, will be in full for the payments mentioned in the within contract.

$1,000. } Duplicate.
3,090. }

WILL. OLIVER.

I hereby agree to leave it discretionary with Smith and Macy to erect the warehouses within, or to erect, in lieu thereof, dwelling-houses of an equal amount in value.

WILL. OLIVER.

*Sale of fifteen acres off tract* 86, *to Messrs. Andrews, Maumee.*

Memorandum of an agreement between William Oliver and M. T. Williams, of Cincinnati, of first part, and Howard B. and Starr Andrews, of Wood county, of Ohio, of second part, witnesseth:

The said Oliver and Williams sell to the said Howard B. and Starr Andrews fifteen acres of land off of tract 86, adjoining Joseph Prentice; the shape of said piece of ground to be double the width

in the rear, of the front on the river, running the whole width of tract 86, from the river to the rear of said tract No. 85, such width and shape aforesaid, so as to produce said fifteen acres. And the said Howard B. and Starr Andrews bind themselves, their heirs, administrators, &c., to pay said Oliver and Williams three hundred dollars for said fifteen acres, being at the rate of twenty dollars per acre, in manner following, to wit: one hundred dollars in hand; one hundred dollars on the first day of September, A. D. 1835, with interest from date; and one hundred dollars on the first day of September, 1836, with interest payable annually; and on payments being made in conformity with this agreement, a good and sufficient deed to be executed by the first party to said Howard B. and Starr Andrews.

In witness whereof, the parties have hereunto subscribed their names and affixed their seals, this the twenty-eighth day of June, A. D. 1834.

HOWARD B. ANDREWS, [L. S.]
For STARR ANDREWS.

MARQUIS BALDWIN.

On the 5th of July, A. D. 1834, I surveyed the foregoing piece of land as follows: Ebenezer Ward and Samuel B. Anderson being duly sworn as chainmen, commenced on the margin of the river at the northeast corner of Joseph Prentice's land; thence south 35, 50 links to stake, southeast corner of Prentice's land; thence east 5 44 on south line of tract 86; thence north 4° 23′, west 38 72, to river and planted posts at corners from starting point. I made offset east 2.72 links, and planted a stake; which stake I struck in my last mentioned course to the river, and making within a small fraction of 15 acres. Mr. Andrews paid me $2 for surveying, and says he paid the chainmen 75 cents each.

Yours, truly,

S. ALLEN.

Major WM. OLIVER.

*G. 7.—W. Oliver and Eliza Oliver to Lot Clark—deed.*

This indenture, made this twelfth day of September, in the year of our Lord one thousand eight hundred and thirty-five, between William Oliver and Eliza his wife, of Cincinnati, of the first part, and Lot Clark, of Lockport, of the second part, witnesseth: That the said William Oliver, for and in consideration of the sum of ten thousand dollars lawful money of the United States, to him in hand well and truly paid by the said Lot Clark, the receipt whereof is hereby acknowledged, hath granted, bargained, sold, aliened, released, conveyed, and confirmed, and by these presents doth grant, bargain, sell, alien, release, convey, and confirm, unto the said Lot Clark, his heirs, and assigns, forever, all the following described property, situated, lying, and being in the Port Lawrence division

of Toledo, to wit: one equal undivided one-fifth part of allotments one, two, three, four, and five of the first drawing, being a division of the river front, and allotments four, five, seven, ten, and twelve, of the second division, comprehending the residue of the unappropriated village lots, as will appear by reference to the journal of proceedings of the proprietors, at a meeting held at Toledo on the 1st, 2d, 3d, and 4th days of July, A. D. 1835; also one equal undivided one-sixteenth part of the residue of tracts one and two, on which the village of Port Lawrence is situated; and also one equal undivided one-third part of ten acres of ground in tract number three, adjoining Port Lawrence, reserved by said Oliver in his arrangement with the trustees of the University of Michigan; and also one-sixteenth part of the sales of village lots, and improvements made by the proprietors in common, subject to a proportionate charge of disbursements, (for improvements,) appropriations, and donations; and also subject to the conditions of a sale of in-lot numbered thirteen, to Andrew Palmer, for twelve hundred dollars, by said Oliver, since the division amongst the proprietors in July, 1835, aforesaid. The foregoing property lies within the twelve-miles reservation, at the foot of the rapids of the Miami of Lake Erie; and all the estate, right, title, interest, claim, and demand of him the said William Oliver, of, in, and to the said premises, and every part thereof, together with all and singular the privileges and appurtenances to the same belonging, or in anywise appertaining, and the rents, issues, and profits thereof: To have and to hold the premises hereby bargained and sold, or meant or intended so to be, with the appurtenances, to the only proper use and behoof of the said Lot Clark, his heirs, and assigns, forever. And the said William Oliver, for his heirs, executors, and administrators, doth promise, covenant, and agree, to and with the said Lot Clark, his heirs, executors, administrators, and assigns, that he is the true and lawful owner of the premises hereby granted, and hath good right, full power, and lawful authority, to sell and convey the same in manner and form aforesaid. And further, that he the said William Oliver, his heirs, executors, and administrators, will warrant and forever defend the aforesaid premises, with their appurtenances, and every part and parcel thereof, unto the said Lot Clark, his heirs, and assigns, against all persons claiming, or to claim, by, from, or under him, them, or any of them, or by, from, or under any other person or persons whomsoever.

In witness whereof the said William Oliver, together with Eliza his wife, have hereunto set their hands and seals, the day and year first above written. [WILL. OLIVER,] [L. S.]
[ELIZA OLIVER.] [L. S.]

Sealed and delivered, in presence of
JAMES C. HALL,
HENRY ROCKEY.

Cancelled with subsequent deed, executed by Williams & Oliver jointly. W. O.

STATE OF OHIO, *Hamilton county, ss:*

Before me, Henry Rockey, a notary public within and for said county, personally appeared William Oliver, together with Eliza Oliver his wife, the within named grantors, and acknowledged the above deed of conveyance to be their voluntary act and deed, for the uses and purposes therein mentioned. And the said Eliza Oliver, wife of the said William Oliver, being examined separate and apart from her said husband, and the contents of said deed being made known and explained to her, declares that she voluntarily, and of her own free will and accord, without any fear or coercion of her husband, did, and now doth, acknowledge the signing and sealing thereof.

In testimony whereof, I have hereunto set my hand and seal of office this 12th day of September, in the year of our Lord one thousand eight hundred and thirty-five.

HENRY ROCKEY,
*Notary Public.*

*G.* 6.—*Oliver—Bond for deed to Raymond and Lynde.*

Article of agreement made and entered into, this the thirtieth day of June, A. D. eighteen hundred and thirty-five, between William Oliver, of Cincinnati, Ohio, of the first part, and Charles W. Lynde and Philander Raymond of the second, as follows, to wit:

The party of the first part, for and in consideration of the sum of thirteen thousand dollars, to be paid in manner hereinafter stipulated, covenants and agrees for himself, his heirs, executors, and administrators, with the party of the second part, that he will sell and convey, in fee, by a good and sufficient deed, to the party of the second part, their heirs, or assigns, all the following described lands, to wit: an undivided interest, equal to one hundred acres, of tracts eighty-six and eighty-seven, excepting seventy-five acres off the upper end of tract 86, sold to Prentis, Tromley and Andrews, within the twelve-mile reserve at the foot of the rapids of the Miami of Lake Erie, and fractional sections one and twelve, township ten south, and range seven east, within the Monroe land district, adjoining said tracts 86 and 87 on the east side, and running to the river; the whole quantity of said tracts and sections containing three hundred and ninety-five acres and $\frac{79}{100}$, (exclusive of the 75 acres sold as above,) in which said undivided interest of one hundred acres lies; also an undivided one-sixteenth part of tracts one and two, including the Port Lawrence division of Toledo, with all the improvements and appurtenances, in the proportion owned by the proprietors, and all moneys due, or that may be due, said proprietors, arising from sales of said property, subject, in all respects, to disbursements, sales, and contracts touching the premises, as an original proprietor. And the party of the second part covenants and agrees to pay the party of the first part four thousand three

hundred and thirty-four dollars in hand, and the residue, eight thousand six hundred and sixty-six dollars, and interest at the rate of six per cent. per annum, on the first day of June, eighteen hundred and thirty-six, at the office B. U. States in the city of New York; which payments are hereby declared to be a condition precedent to the execution of a deed by the party of the first part. And in case of failure on the part of the party of the second part, to fulfil the contract in the payments above mentioned, then this contract to be void, at the election of the party of the first part; provided the party of the first part shall execute and tender a good and sufficient deed to the party of the second part at maturity of said note, payable on the first of June next.

In witness whereof, the parties have hereunto set their hands and seals the day and year first above written.

WILL. OLIVER, [SEAL.]
[CHARLES W. LYNDE,] [SEAL.]
[PHILANDER RAYMOND.] [SEAL.]

Sealed and delivered in presence of
ANDREW PALMER,
PETER PALMER.

I acknowledge the receipt of four thousand three hundred and thirty-four dollars in cash, and the note of the second party in conformity with this agreement.

*June* 30, 1835. WILL. OLIVER.

For and in consideration of the sum of one dollar to me in hand paid by Charles W. Lynde, I hereby assign, sell, and set over to him all my right, title, and claim to the within bond.

PHILANDER RAYMOND.

CLEVELAND, OHIO, *July* 2*d*, 1835.

Received on the within a deed for the following lots in the Port Lawrence plat of Toledo, from Mr. William Oliver, dated August 5, 1835, viz., lots ninety-nine, one hundred, two hundred, fifteen, thirty, one hundred and fifty-two, fifty, sixty-four, one hundred and ninety-two, two hundred and thirty-nine, two hundred and sixty, two hundred and eighty-four, three hundred and two, three hundred and twenty-three, and three hundred and eighteen, this 17th of August, 1835.

CHAS. W. LYNDE.

*Agreement—Oliver and P. Raymond, G.* 8.

Memorandum of an agreement between William Oliver, of Cincinnati, and Philander Raymond, of Madison, Geauga county, Ohio, viz:

W. Oliver agrees to sell to said Raymond one thirty-second part of Port Lawrence, including sales and improvements, subject to common charges, with original proprietors, and an undivided one-

third of Seminary lands, viz., tracts three and four, the west half of section three, and the southwest quarter of section two, in township three, at and near Port Lawrence, (excepting ten acres of tract three, reserved in arrangement with trustees of University of Michigan,) for the sum of twenty-two thousand dollars, to bear interest from this date; one-half to be paid within sixty days after Congress shall enact the necessary authority sanctioning the arrangement with the trustees, and the residue in one and two years, with interest annually. W. Oliver to enter into bond to make title when the payments are completed, or deed and take mortgage to secure final payment, at his option. The said Oliver is to meet one-half of all gifts, appropriations, disbursements, or donations, deemed expedient in procuring a proper termination of the canal, and location of county seat, to be determined by majority of ownership. Said Raymond is to attend the legislature in relation to the canal and county seat, and the commissioners on these subjects, free of charge on said Oliver's interest, and to aid by correspondence or otherwise in procuring the sanction of Congress to the agreement between the trustees and said Oliver. If said Oliver fails in perfecting his agreement with the trustees of the University of Michigan, as aforesaid, then this agreement shall cease and determine in whole.

In witness whereof, we have *have* hereunto subscribed our hands and seals this ninth day of January, A. D. 1836.

WILL. OLIVER, [SEAL.]
PHILANDER RAYMOND. [SEAL.]

B. B. WHITNEY.

Received, January 9, 1837, six thousand one hundred and sixty dollars, 2d instalment, and interest up to this date, per agreement.

It is agreed that interest on six thousand dollars of the first payment shall not attach. It is further understood that W. Oliver reserves allotment number one, where the old log warehouse and new frame warehouse stands from this arrangement, and that the same is transferred to the other river allotments falling to W. Oliver.

WILL. OLIVER,
PHILANDER RAYMOND.

Received eleven thousand one hundred twelve dollars and fifty cents, first instalment, and interest, as stipulated in within agreement.

WILL. OLIVER.

If my title fails, I agree not to collect residue of purchase money.

W. OLIVER.

It is agreed that the expenditures, as provided for in relation to canal and county seat, shall be borne agreeably to the several interests in the property.

W. OLIVER,
P. RAYMOND.

CINCINNATI, *May* 6, 1836.

*Trustees of U. of Michigan to W. Oliver—quit-claim deed.*

This indenture, made the fifth day of May, in the year of our Lord one thousand eight hundred and thirty-seven, between "the trustees of the University of Michigan," of the first part, and William Oliver, of Ohio, of the second part, witnesseth:

That the said parties of the first part, for and in consideration of the sum of five thousand dollars to them in hand paid by the said party of the second part, the receipt whereof is hereby confessed and acknowledged, have granted, bargained, sold, remised, released, and by these presents do grant, bargain, sell, remise, release, and forever quit-claim unto the said party of the second part, and to his heirs and assigns, forever, the following tracts of land lying near Toledo, on the Miami of the Lakes, to wit, tracts numbered three and four, and the southwest quarter of section number two, and the west half of section number three, in township number three, within the twelve miles reservation, at the foot of the rapids of said Miami river, pursuant to a contract entered into between the said trustees and the said William Oliver, on the twenty-fourth and twenty-fifth days of October, A. D. eighteen hundred and thirty-four, together with all and singular the hereditaments and appurtenances thereunto belonging, or in anywise appertaining; and the reversion and reversions, remainder and remainders, rents, issues, and profits thereof, and all the estate, right, title, interest, claim, or demand, whatsoever, of the said parties of the first part, either in law or equity, of, in, and to, the above bargained premises, with the said hereditaments and appurtenances. To have and to hold the said parcels of land above described to the said party of the second part, and to his heirs and assigns, to the sole and only proper use, benefit, and behoof of the said party of the second part, his heirs and assigns, forever.

In testimony whereof, the board of trustees of the University of Michigan have caused their corporate seal to be hereto [L. S.] affixed, and these presents to be signed by their president pro tempore, and countersigned by their secretary, at Detroit, the day and year first above written.

A. E. WING, *President pro tem.*

G. MOTT WILLIAMS, *Secretary.*

Signed, sealed, and delivered in presence of
A. TEN EYCK,
THEODORE ROMEYN.

STATE OF MICHIGAN, *Wayne county, ss:*

Be it remembered that on the fifth day of May, A. D. 1837, personally came before me, a notary public in and for said county, Austin E. Wing, known to me to be the president pro tempore, and G. Mott Williams, known to me to be the secretary of the trustees of the University of Michigan, and severally acknowledged

that they executed the above conveyance or instrument, for the uses and purposes therein mentioned.

In testimony whereof, I have hereto set my hand and affixed [L. s.] my seal of office. Done at the city of Detroit this fifth day of May, A. D. 1837.

A. TEN EYCK,
*Not. Pub. in and for Wayne county.*

Received for record, May 8th, 1837, and recorded in Lucas county, Ohio, record of deeds, vol. second, pages 237 and 238.

JUNIUS FLAGG, *Recorder.*

MAY 9*th*, 1837.
5 shillings—examined.

*E.* * 14.—*W. Oliver to M. T. Williams—Deed.*

Know all men, that I, William Oliver and Eliza his wife, of the county of Hamilton, in the State of Ohio, for and in consideration of the sum of one dollar to me in hand paid by M. T. Williams, of the county of Hamilton and State aforesaid, the receipt of which is hereby acknowledged, have granted, bargained, sold, remised, and quit-claimed, and by these presents do grant, bargain, sell, remise, and quit-claim, unto the said Micajah T. Williams, and to his heirs and assigns forever, one equal undivided one-fifth part of the following described lands, situated at and near Toledo, being the same purchased by said Oliver of the trustees of the University of Michigan, viz: tracts numbered three and four (excepting ten acres off the northeast corner of tract No. three,) the west half of section three, and the southwest quarter of section two, in township numbered three, within the twelve miles square reservation at the foot of the rapids of the Miami of Lake Erie, subject pro rata to the gifts, grants, and donations heretofore made by said Oliver to the commissioners of Lucas county for county purposes, and to the State of Ohio for hydraulic purposes; together with all and singular the hereditaments and appurtenances thereunto belonging, or in anywise appertaining, and the reversions, remainders, rents, issues, and profits thereof, and all the estate, right, title, interest, claim, or demand whatsoever of me, the said William Oliver, either in law or equity, of, in, and to the above bargained premises. To have and to hold the same to the said Micajah T. Williams, and to his heirs and assigns forever.

In witness whereof, I, the said William Oliver, have hereunto set my hand and seal, the sixth day of February, in the year of our Lord one thousand eight hundred and thirty-nine.

WILL. OLIVER, [SEAL.]
ELIZA OLIVER. [SEAL.]

Signed, sealed, and delivered, in presence of us:

THOS. WOOD,
G. M. ROBINSON.

THE STATE OF OHIO, *Franklin county, ss:*

Be it known, that on the sixth day of February, 1839, personally appeared before me, Thos. Wood, a justice of the peace in and for said county, William Oliver and Eliza Oliver, signers and sealers of the above conveyance, and acknowledged it to be their voluntary act and deed for the purposes therein expressed. And the said Eliza, wife of said William Oliver, being at the same time examined by me, separate and apart from her said husband, and the contents of said deed by me made known to her, she declared that she did voluntarily sign, seal, and acknowledge the same, and that she is still satisfied therewith.

Given under my hand officially, the date above written.

THOS. WOOD, *J. P.*

THE STATE OF OHIO, *Franklin county, ss:*

I, Lyne Starling, jr., clerk of the court of common pleas of said county, do hereby certify, that Thos. Wood, esq., whose signature is affixed to the within certificate, is now, and was on the sixth day of February, A. D. 1839, an acting justice of the peace in and for said county duly commissioned and qualified as such, and to whose official acts as such full faith and credit are due.

In testimony of which, I have hereunto set my hand and [L. s.] affixed the seal of said court, at Columbus, this 7th day of February, A. D. 1839.

LYNE STARLING, JR., *Clerk.*

Endorsed: Transferred May 25, 1839.

L. S. LOWNSBURY, *Co. Auditor.*
Per LEVI G. MONTGOMERY.

Fees 40 cts., paid by J. F.

RECORDER'S OFFICE, *Lucas county, O.*

Received for record, May 25th, 1839, and recorded in volume four of Deeds, pages 445 and 446, June 8th, 1839.

JUNIUS FLAGG, *Recorder.*

3*s.* 2*d.*
5*s.* 6*d.*
——— 8*s.* 8*d.* paid by James Myers, esq.

*A.—Deed—Oliver to Williams.*

Know all men by these presents, that I, William Oliver, (together [with] Eliza his wife,) of the city of Cincinnati, for and in consideration of the sum of two hundred and fifty dollars, lawful money of the United States, to him in hand well and truly paid, by Micajah T. Williams of the same place, the receipt whereof is hereby acknowledged, hath granted, bargained, sold, released, conveyed, and forever quit-claimed, and by these presents doth grant, bargain, sell, release, convey, and forever quit-claim unto the said Micajah T. Williams, his heirs and assigns forever, all of

an equal undivided half of ten acres of land, part of tract numbered three, adjoining the town of Port Lawrence, Michigan, reserved to the said William Oliver in the exchange of lands with the trustees of the University of Michigan, within the twelve mile reservation, at the foot of the rapids of the Miami of Lake Erie; and all the estate, right, title, interest, claim, and demand, both in law and equity, of him the said William Oliver, of, in, and to the said premises, and every part thereof; together with all and singular the privileges and appurtenances to the same belonging, or in anywise appertaining; and the rents, issues, and profits thereof; to have and to hold the premises hereby bargained and sold, or meant or intended so to be, with the appurtenances, to the only proper use and behoof of the said Micajah T. Williams, [his] heirs and assigns forever.

And the said William Oliver, for his heirs, executors, and administrators, doth covenant, promise, and agree, to and with the said Micajah T. Williams, his heirs, executors, administrators, and assigns, that [he] has not done or suffered any thing whereby the title of the said premises to the said ten acres is or can be frustrated or annulled.

And further, that said William Oliver will warrant and forever defend the said premises, and every part thereof, unto the said Micajah T. Williams, his heirs or assigns, against all persons claiming, or to claim, by, from, or under him, [his] heirs or assigns.

In testimony whereof, the said William Oliver, together with Eliza, wife of the said William Oliver, who hereby forever relinquishes all her right and claim of dower in and to the premises, have hereunto set their hands and seals, this first day of December, in the year of our Lord one thousand eight hundred and thirty-two.

WILL. OLIVER, [SEAL.]
ELIZA OLIVER. [SEAL.]

Signed, sealed, and acknowledged in the presence of

HARRIET O. RUFFIN.
WM. RUFFIN.

STATE OF OHIO, *City of Cincinnati, sct.*

Before me, William Ruffin, a notary public in said city, personally appeared William Oliver and Eliza his wife, the within grantors, who, I am satisfied, from my own knowledge, are the same persons they represent themselves to be, and acknowledged the above instrument to be their voluntary act and deed, for the uses and purposes therein mentioned. And the said Eliza Oliver being examined separate and apart from her said husband, and the contents of the said deed being made known and explained to her, declares, that she did voluntarily sign, seal, and acknowledge the same, and that she is still satisfied therewith.

In testimony whereof, I have hereunto set my hand and affixed my notarial seal, this fourteenth day of December, in the year of our Lord one thousand eight hundred and thirty-two. [L. S.]

WM. RUFFIN, *Notary Public.*

Endorsed:

REGISTER'S OFFICE, *Monroe county, ss:*

Received for record, the 18th day of October, 1834, at 4 o'c. P. M. and recorded in Lib. O. folio 295.

J. P. SKINNER, *Register.*

*Fees paid.*

*W. Wilson's Receipt for P. Lawrence lots.*

This is to certify that Peter G. Oliver has paid me thirty-seven dollars for two lots purchased of Martin Baum in the town of Port Lawrence, Nos. 10 and 57, this sum being the amount paid on said lots, with interest from the time of payment.

Given under my hand, this 20th Nov., 1821.

WILLIAM WILSON.

Witness: GEO. PATTERSON.

Endorsed:

Received payment of Martin Baum for the within, March 14th, 1822. PETER G. OLIVER.

*C. L. Cass—Bond on Baum's estate*, 1817.

It is hereby certified that Charles Lee Cass, of Detroit, did, on the 25th day [of] September, 1817, become the purchaser and proprietor of in-lot numbered 270, in the town of Port Lawrence, at the mouth Swan creek, Miami bay, at one hundred dollars; of which sum the said Charles L. Cass has paid twenty-five dollars. Now, if the said shall pay to Martin Baum, of Cincinnati, or to his lawful agent, the further sum of seventy-five dollars, in three equal yearly payments, with interest thereon, to be computed from the date hereof, (which interest shall be released in case the payments be punctually made,) then, in that case, the said Martin Baum doth obligate and bind himself, his heirs, executors, and administrators, to convey the said lot or parcel of land to the said Charles Lee Cass, his heirs, executors, administrators, or assigns, by deed, in fee simple, as soon as a patent is obtained therefor from the United States.

In witness whereof the said Martin Baum, by his agents, hath hereunto set his hand and seal, the twenty-fifth day of September, 1817.

For MARTIN BAUM, [L. S.]
WILLIAM OLIVER.

For value received, amounting to $49, I assign this bond to William Oliver.

Witness my hand and seal, at Cincinnati, this 9th Nov., 1833.
CHARLES LEE CASS,
By his attorney CRAFTS J. WRIGHT. [L. S.]

*Bond to W. Wilson*, 1817.

It is hereby certified that William Wilson, of Miami rapids, did, on 20th September, 1817, become the purchaser and proprietor of in-lots numbered 2, at twenty dollars; 10, at twenty dollars; 57, at forty-one dollars; 131, at thirty-two dollars; 143, at forty-one; 154, at thirty dollars; 231, at thirty-three dollars; 239, at thirty-one dollars; and 297, at forty-one dollars, in the town of Port Lawrence, at the mouth of Swan creek, Miami bay, amounting to $289; of which sum the said William Wilson has paid seventy-two dollars and twenty-five cents. Now, if the said William Wilson shall pay to Martin Baum, of Cincinnati, or to his lawful agent, the further sum of two hundred and sixteen dollars and seventy-five cents, in three equal yearly payments, with interest thereon, to be computed from the date hereof, (which interest shall be released in case the payments be punctually made,) then, in that case, the said Martin Baum doth obligate and bind himself, his heirs, executors, and administrators, to convey the said lot or parcel of land to the said William Wilson, his heirs, or assigns, by deed, in fee simple, as soon as a patent is obtained therefor from the United States.

In witness whereof the said Martin Baum, by his agents, hath hereunto set his hand and seal, this twentieth day of Sept., 1817.
For MARTIN BAUM, [L. S.]
WILLIAM OLIVER.

Endorsed as follows: The within named lots, Nos. 143, 154, 231, and 239, are assigned over to Israel Smith, by an article given to him bearing an even date with this.
WILLIAM WILSON.

WAYNESFIELD, *October 18th*, 1817.

Received of William Wilson, a Miami rapids, 13th October, 1818, thirty-eight dollars and fifty cents, the second instalment on in-lots Nos. 2, 10, 57, 131, and 297.
$38 50. For MARTIN BAUM, *Trustee*.
WILL. OLIVER, *Agent*.

I do hereby certify that the within lot, known by number one hundred and thirty-one, is hereby assigned to Peter G. Oliver, for value received, this 15th day [of] August, 1821.
WILLIAM WILSON.

*Wilson's certificate for lot* 131, *in Port Lawrence.*

This is to certify, that I have assigned to Peter G. Oliver in-lot, in the town of Port Lawrence, known by number one hundred and thirty-one, on which lot there has been paid to Martin Baum six-

teen dollars, being one-half of the whole amount which I purchased it at.

Given under my hand at Port Lawrence, this 15th day [of] August, 1821. WILLIAM WILSON.

N. B. And he, the said P. G. Oliver, is hereby entitled to a certificate for the same.

I hereby assign unto Martin Baum all my right, title, and interest to the within described lot, for value received, Feb. 22, 1822.

For PETER G. OLIVER.
WILL. OLIVER.

*Baum and W. Wilson's agreement, January*, 1823.

Whereas Martin Baum, and his associates, have sold to William Wilson in-lots number two and number two hundred and ninety-seven, in the town of Port Lawrence, for which lots the said Baum and associates cannot now make titles, because they have relinquished the tracts on which the said town was laid out to the United States; therefore the said Martin Baum has, and does, hereby agree to pay Joseph and S. Perry two hundred dollars on account of James Cochran, on conditions that he the said Wilson does relinquish, to the said Baum and associates, all his right, title, interest, and claim, of, in, and to the said lots Nos. 2 and 297, and to all the appurtenances thereunto belonging. It is further agreed and stipulated, by and between the said Baum and associates and the said Wilson, that should the said Baum and his associates repurchase the said tracts on which Port Lawrence is laid out from the United States, then, in that case, they agree to restore to the said Wilson his original purchase or contract as it formerly stood, and make him a title for said lots, provided he does refund to the said Baum the amount of two hundred dollars herein above assumed to pay on his account, and the interest thereon, and also the instalments which are still due on the said lots, when the title is tendered. Should lot number two above mentioned be in tract number three, then the said Baum will make a title for the same to the said Wilson, by his paying the instalments due thereon, notwithstanding the above agreements. It is also further agreed and stipulated by the said parties, that he the said Wilson has and doth hereby agree to lease and rent from the said Baum and his associates, the said lot number 297, together with the appurtenances thereunto belonging, for the term of one year from this date, at the rate of one dollar per year; and at the expiration of that time he shall give the said Baum peaceable possession of the said lot, and its appurtenances, and deliver it up in the same order it now is.

In witness whereof, we have hereunto set our hands, at Cincinnati, 20th January, 1823. MARTIN BAUM,
WILLIAM WILSON.

Witness present: MICHAEL GILL,
L. WHITEMAN.

[REC. XCV, J. T. 1843.]—74

*Bond to Moses Wilson, September*, 1817.

It is hereby certified that Moses Wilson, of Huron county, Ohio, did, on the 20th day of September, 1817, become the purchaser and proprietor of in-lot numbered 150, in the town of Port Lawrence, at the mouth of Swan creek, Miami bay, at forty-one dollars; of which sum the said Moses Wilson has paid ten dollars and twenty-five cents. Now, if the said Moses Wilson shall pay to Martin Baum, of Cincinnati, or to his lawful agent, the further sum of thirty dollars and seventy-five cents, in three equal yearly payments, with interest thereon, to be computed from the date hereof, (which interest shall be released in case the payments be punctually made,) then, in that case, the said Martin Baum doth obligate and bind himself, his heirs, executors, and administrators, to convey the said lot or parcel of land to the said Moses Wilson, by deed, in fee simple, as soon as a patent is obtained therefor from the United States.

In witness whereof the said Martin Baum, by his agents, hath hereunto set his hand and seal, the 20th day of September, 1817.

For MARTIN BAUM, [L. S.]
WILLIAM OLIVER.

Endorsed: For value received of Jerh. Everett, I surrender and relinquish all claims on account of the within.

MOSES WILSON.

SANDUSKY, *May* 16, 1823.

*Bond to D. C. Henderson, September*, 1817.

It is hereby certified that D. C. Henderson, of Cleveland, did, on the 20th day of September, 1817, become the purchaser and proprietor of in-lot numbered one hundred and seventy-one, in Port Lawrence, Miami bay, at forty-two dollars; of which sum the said D. C. Henderson has paid ten dollars and fifty cents. Now, if the said David C. Henderson shall pay to Martin Baum, of Cincinnati, or to his lawful agent, the further sum of thirty-one dollars and fifty cents, in three equal yearly payments, with interest thereon to be computed from the date hereof, (which interest shall be released in case the payments be punctually made,) then, in that case, the said Martin Baum doth obligate and bind himself, his heirs, executors, and administrators, to convey the said lot or parcel of land to the said David C. Henderson, by deed, in fee simple, as soon as a patent is obtained therefor from the United States.

In witness whereof, the said Martin Baum, by his agent, hath hereunto set his hand and seal, the twentieth day of September, 1817.

For MARTIN BAUM, [L. S.]
WILL. OLIVER.

This may certify, that I do assign all my right to lot 171 to Bazeel Tromley, for which I have received payment in full. The first payment ten dollars fifty cents.

$10 50. DAVID C. HENDERSON.

For value received, I do hereby assign all my right and claim of the within certificate to Joseph Tromley, senior.

Witness my hand and seal, May 1, 1820.

BAZEEL his ⋊ mark TROMLEY. [L. S.]

Test: WM. WILSON.

PORT LAWRENCE, *January* 17, 1821.

I, Joseph Tromley, senior, do hereby convey all my right, title, and interest, in the above described lot in Port Lawrence, numbered one hundred and seventy——, to my son, Joseph Tromley, junior.

JOSEPH his ⋊ mark TROMLEY, *Sr.*

Test: B. F. STICKNEY.

Received, Maumee, March 18, 1820, on the within, fifteen dollars.

$15. PETER G. OLIVER.

I hereby assign all my right, title, interest, and claim of, in, and to the within described lot to Martin Baum, value received, the 20th January, 1823.

In witness whereof, I have hereunto set my hand.

——— ———.

*J. Tromley.—Power of attorney to Joseph Prentice.*

I hereby empower Joseph Prentice, of the county of Monroe, Territory of Michigan, to act as my lawful attorney, to adjust, settle, and receive, or allow to, in account, in relation to all claims or demands, respectively existing between Martin Baum, of Cincinnati, Ohio, and myself. And I hereby hold myself bound by his acts in every particular in relation to said claims or demands, now existing between Martin Baum and myself. And I also by this act bind my heirs, executors, and administrators to abide by and conform to the same.

Given under my hand and seal, at Port Lawrence, this twenty-sixth day of December, 1822.

JOSEPH his ⋊ mark TROMBLI. [L. S.]

Attest: B. F. STICKNEY.

*Baum's agreement.—Joseph Tromley.*

Whereas, Martin Baum and his associates purchased of the United States sundry tracts of land, lying and being in the United States reservation of twelve miles square, on the Maumee river, to wit: number one and number two, on which tracts the said Martin Baum and associates laid out the town of Port Lawrence, and sold a number of in-lots to individuals, and, among the rest, they sold to D. C. Henderson (by him transferred to Bazeel Tromley, and by him to Joseph Tromley, jr.) in-lot number one hundred and seventy-one, as per certificate for the same will more fully explain, dated 20th September, 1817. Afterwards the said tracts of land were relinquished to the United States by the said Baum and associates, and

therefore cannot now make a title for the said lot 171. It is therefore agreed and stipulated by and between the said Martin Baum and his associates and Joseph Tromley, jr., by his agent Joseph Prentice, as follows, to wit: the said Joseph Tromley has, and does hereby agree to relinquish to the said Baum and associates, all his right, title, interest, and claim of, in, and to the said in-lot 171, and the appurtenances thereunto belonging, for the consideration of one hundred dollars in cash, to be paid to him by the said Baum and associates, on or before the first day of August next; or otherwise, in lieu of the cash, to sell to him, the said Tromley, and make, or cause to be made to him, a good and lawful conveyance of thirty acres of land, to be taken on the east side, and along the east line of a certain thirty-acre strip, which Mr. Prentice has this day agreed for with Martin Baum, being part of tract number eighty-six, lying and being in the United States reservation on the Maumee river.

It is further agreed and stipulated, by and between the said parties, that in case the said Martin Baum and associates do hereafter repurchase the said tracts of land numbered one and two of the United States, so as to be able to make a good title for the said lot 171, then, in that case, the said Baum and associates hereby agree to make a lawful conveyance to the said Tromley for the said lot 171, and the said Tromley then also agrees to relinquish to the said Baum and [associates] all his right and claim to the said thirty acres of land above mentioned.

It is also further agreed and stipulated, that the said Tromley has, and hereby agrees to lease and rent from the said Baum, the said lot 171, together with its appurtenances thereunto belonging, for the term of one year from this date, at the rate of one dollar per year, and that at the expiration of the said term, he will give the said Baum peaceable possession of the said lot and premises, and deliver it in the same order it now is.

In witness, we have hereunto set *their* hands, at Cincinnati, 20th January, 1823.

MARTIN BAUM,
JOSEPH TROMLEY,
By his att'y JOSEPH PRENTICE.

Witness present:
MICHAEL GILL,
L. WHITEMAN.

*Bond to Joseph Prentice.*

It is hereby certified that Joseph Prentice, late of , did, on the 20th day of April, 1818, become the purchaser and proprietor of in-lot numbered one hundred and ninety-two, in the town of Port Lawrence, Miami bay, at sixty dollars; of which sum, the said Joseph Prentice has paid the sum of fifteen dollars. Now, if the said J. Prentice shall pay to Martin Baum of Cincinnati, or to his

lawful agent, the further sum of forty-five dollars, in three equal yearly payments, with interest thereon, to be computed from the date hereof, (which interest shall be released in case the payments be punctually made;) then, in that case, the said Martin Baum doth obligate and bind himself, his heirs, executors, and administrators, to convey the said lot or parcel of land to the said Joseph Prentice by deed, in fee simple, as soon as a patent is obtained therefor from the United States.

In witness whereof, the said Martin Baum, by his agents, hath hereunto set his hand and seal, the third day of May, 1818.

For MARTIN BAUM, [L. S.]
WILLIAM OLIVER.

*Baum and Jos. Prentice.—Agreement.*

Whereas, Martin Baum and his associates purchased of the United States sundry tracts of land, lying and being in the United States reservation of twelve miles square, on the Maumee river, to wit: tract number one and tract number two; on which tracts, the said Baum and associates laid out the town of Port Lawrence, and sold a number of in-lots to individuals, and, among the rest, they sold to Joseph Prentice in-lot number one hundred and ninety-two, as per certificate for the same will more fully explain, dated the

. Afterwards, the said tracts of land were relinquished to the United States by the said Baum and associates, and therefore cannot now make a title for the said lot 192. It is therefore agreed and stipulated by the said Baum and associates, and the said Joseph Prentice, as follows, to wit: the said Joseph Prentice has and doth hereby agree to relinquish to the said Baum and associates, all his right, title, interest, and claim of, in, or to the said in-lot number 192, and the appurtenances thereunto belonging, for the consideration of one hundred dollars in cash, to be paid to him by the said Martin Baum, on or before the first day of August next; or otherwise, in lieu of the cash, to sell to him, the said Prentice, and to make, or cause to be made to him, a good and warrantee deed or conveyance for the same, on or before the first day of August next, thirty acres of land, to be taken off the west part, along the west boundary of tract number eighty-six, lying and being in the said United States reservation, on the Maumee river.

It is further agreed and stipulated by and between the said parties, that in case the said Martin Baum and his associates do hereafter repurchase the said tracts of land, to wit, numbers one and two, from the United States, or any other persons, so as to be enabled to make the said Prentice a good and lawful title to the said lot number 192, then, in that case, the said Baum and associates hereby agree to restore to him his original contract, and make to him a good and lawful title to the said lot number 192; and the said Prentice then also relinquishes to the said Baum and his associates his claim to the said thirty acres of land above mentioned.

It is also further agreed and stipulated by and between the said parties, that he, the said Prentice, has and does hereby agree to lease and rent from the said Baum and associates, for the term of one year from this date, the said lot number 192, in the town of Port Lawrence, with its appurtenances thereon belonging, at the rate of one dollar per year; and at the expiration of which he shall give peaceable possession of the said premises to the said Baum and associates, and restore it in the same order it now is.

In testimony whereof, we have hereunto set our hands, at Cincinnati, 20th January, 1823.

MARTIN BAUM,
JOSEPH PRENTICE.

Signed duplicates.
Witness present:
MICHAEL GILL,
L. WHITEMAN.

*Prentice and Tromley—account.*

| | |
|---|---|
| L. Whiteman, bought of Martin Baum & Co., one lot in the town of Port Lawrence at 60 dollars, April 20th, 1818, paid 15 dollars at the time of purchase | $15 00 |
| Interest | 3 60 |
| One frame dwelling-house on said premises | 200 00 |
| Fruit trees on said premises, some 20 or 30 | 10 00 |
| | $228 60 |

JOSEPH PRENTICE.

APRIL 22*d*, 1822.

I will accept of land for said improvements on fraction No. 87, opposite Port Lawrence, at $10 per acre; or will accept of 10 acres at the above mentioned price, on the above mentioned account, and settle the remainder in a reasonable manner.

*Martin Baum to Bazil Tromley,* *Dr.*

| | |
|---|---|
| To $25 paid him for a lot in the town plot of Port Lawrence | $25 00 |
| To interest on the same from the date of the instalments, respectively, $3 40 | 3 40 |
| To a house, stable, and out-houses, and other improvements on said lot, $471 60 | 471 60 |
| | $499 00 |

I wish a piece of land on lot No. 87, immediately up river, adjoining the tract sold or contemplated to be sold to Joseph Prentice. I will not give more than $5 per acre.

*Bond to Almon Reed, 20 September, 1817.*

It is hereby certified, that Almon Reed, of Fort Meigs, did, on the 20th day of September, 1817, become the purchaser and proprietor of in-lots numbered thirty-seven, at twenty dollars; and two hundred and thirty-six, at twenty-six dollars, in the town of Port Lawrence, at the mouth of Swan creek, Miami Bay; of which sum the said Almon Reed has paid eleven dollars and fifty cents. Now, if the said Almon Reed shall pay to Martin Baum, of Cincinnati, or to his lawful agent, the further sum of thirty-four dollars and fifty cents, in three equal yearly payments, with interest thereon, to be computed from the date hereof, (which interest shall be released, in case the payments be punctually made;) then, in that case, the said Martin Baum doth obligate and bind himself, his heirs, executors, and administrators, to convey the said lot or parcel of land to the said Almon Reed, by deed, in fee simple, as soon as a patent is obtained therefor from the United States.

In witness whereof, the said Martin Baum, by his agents, hath hereunto set his hand and seal, the twentieth day of September, 1817.

For MARTIM BAUM, [SEAL.]
WILLIAM OLIVER.

Endorsed as follows:

This is to certify that I hereby assign over my right and title to this article to Nathan Wilcox, this day, January 25, 1821.

ALMON REED.

I, Nathan Wilcox, do hereby relinquish and acquit all my right, title, and claim to the two town lots within and above conveyed to me, to Peter G. Oliver, esq.

NATHAN WILCOX.

PORT LAWRENCE, *May 19th*, 1821.

For value received, I hereby assign unto Martin Baum all my right, title, and interest to the within described lot.

WILL. OLIVER, for
PETER G. OLIVER.

CINCINNATI, *Feb.* 22, 1822.

*Bond to Truman Reed, 24th September, 1817.*

It is hereby certified, that Truman Reed, of Miami rapids, did, on the 24th day September, 1817, become the purchaser and proprietor of in-lot numbered 292, in the town of Port Lawrence, at the mouth of Swan creek, Miami rapids, at forty dollars, of which sum the said Truman Reed has paid ten dollars. Now, if the said Truman Reed shall pay to Martin Baum, of Cincinnati, or to his lawful agent, the further sum of thirty dollars, in three equal yearly payments, with interest thereon, to be computed from the date hereof, (which interest shall be released in case the payments be punctually made;) then, in that case, the said Martin Baum doth

obligate and bind himself, his heirs, executors, and administrators, to convey the said lot or parcel of land to the said Truman Reed, his heirs or assigns, by deed, in fee simple, as soon as a patent is obtained therefor from the United States.

In witness whereof, the said Martin Baum, by his agent, hath hereunto set his hand and seal the twenty-fourth day of September, 1817.

For MARTIN BAUM, [SEAL.]
WILLIAM OLIVER.

Endorsed as follows:

COUNTY OF WOOD, O., *February the 26th*, 1822.

I, Truman Reed, do transfer the within certificate to Peter G. Oliver, as witness my hand.

his
TRUMAN ⋈ REED.
mark.

Test: ALMON REED.

Received payment of Martin Baum for the within.
PETER G. OLIVER.

*March 14th*, 1822.

*Certificate to Chs. Mellon, 30th September*, 1817.

It is hereby certified, that Charles Mellon, of Detroit, on 30th day of September, 1817, became the purchaser and proprietor of in-lot numbered 172, in the town of Port Lawrence, Miami bay, at seventy-five dollars; of which sum the said Charles has paid eighteen dollars and seventy-five cents. Now, if the said Charles Mellon shall pay to Martin Baum, of Cincinnati, or to his lawful agent, the further sum of fifty-six dollars and twenty-five cents, in three equal yearly payments, with interest thereon, to be computed from the date hereof, (which interest shall be released in case the payments shall be punctually made;) then, in that case, the said Martin Baum doth obligate and bind himself, his heirs, executors, and administrators, to convey the said lot or parcel of land to the said Charles Mellon, his heirs or assigns, by deed, in fee simple, as soon as a patent is obtained therefor from the United States.

In witness whereof, the said Martin Baum, by his agents, hath hereunto set his hand [and] seal the thirtieth day of September, 1817.

For MARTIN BAUM, [SEAL.]
WILLIAM OLIVER.

Endorsed as follows:

For value received, I hereby transfer all my right, title, and interest in the within certificate to William Oliver, his heirs, and assigns.

For CHARLES MELLON,
HENRY J. HUNT.

MAUMEE, *22d April*, 1822.

For value received, I hereby relinquish the within to Martin Baum, trustee.

WILL. OLIVER.

CINCINNATI, *Sept.* 10, 1822.

*D.—Certificate to S. H. Smith, 20th Sept.*, 1817.

It is hereby certified, that Samuel H. Smith, of Ohio, did, on the twentieth day of September, 1817, become the purchaser and proprietor of in-lot numbered sixty-two, in the town of Port Lawrence, at the mouth of Swan creek, Miami bay, at forty-two dollars; of which sum the said Samuel H. Smith has paid ten dollars and fifty cents. Now, if the said Samuel H. Smith shall pay to Martin Baum, of Cincinnati, or to his lawful agent, the further sum of thirty-one dollars and fifty cents, in three equal yearly payments, with interest thereon, to be computed from the date hereof, (which interest shall be released in case the payments be punctually made,) then, and in that case, the said Martin Baum doth obligate and bind himself, his heirs, executors and administrators, to convey the said lot or parcel of land to the said Samuel H. Smith, by deed, in fee simple, as soon as a patent is obtained therefor from the United States.

In witness whereof, the said Martin Baum, by his agents, hath hereunto set his hand and seal, the twentieth day of September, 1817.

For MARTIN BAUM, [L. S.]
WILLIAM OLIVER.

Endorsed as follows:

Mr. Martin Baum will please pay to C. Hammond the ten dollars fifty cents due on the within, with its interest. April 22, 1829.

S. H. SMITH.

For value received, I assign this to William Oliver, esq., without recourse. 9th January, 1834.

C. HAMMOND. [L. S.]

*Sale of Sandusky.*

Sale of Sandusky.

On the 20th day of January next, 1818, there will be a sale at Columbus of lots in the town of Sandusky. The plat is laid on tracts 9, 10, and part of 8 and 11, (as numbered by Government on their map when the reserve was sold,) on the west side of Sandusky river, immediately at the lower rapid, including the Fort at which Col. Croghan defeated the British. The situation is healthy, beautiful, and convenient for commercial transactions. Reserves have been made for public buildings, churches, schools, market space, &c. There is, perhaps, no one point in the western country combining more natural advantages than Sandusky. The bay

penetrates twenty miles farther south than any other connected with Lake Erie, furnishing sufficient depth of water for the vessels employed on the lake to approach the town, and evidently makes Sandusky the common depôt for the surplus produce of a wide scope of rich country. The Governor's message to the legislature indicates that public attention is already occupied on the subject of erecting a turnpike road from the seat of Government to the lake, and it is certain that Sandusky is the point to which it must lead, it being twenty miles nearer, and furnishing better ground than can be found on any other route to the lake. It is not improbable that the waters of the Sandusky and Scioto may be shortly connected by a canal, as they now admit small craft to within six miles of each other. Already the white population of the town of Sandusky amounts to two hundred. It has a saw-mill in operation; and several sloops and schooners, built and owned by persons residing there, are actively employed in the commerce of the place, exhibiting the enterprise of a seaport. Large quantities of produce are already exported from Sandusky, and a very profitable trade in the article of salt carried on there with the people in the interior of Ohio. The road located by the commissioners of the United States commences at the town of Sandusky, and runs on the west side of Sandusky river, by upper Sandusky, Norton, and Delaware, to Columbus, a distance of one hundred miles.

THOMAS L. HAWKINS,
JOHN DRURY, and
CHARLES B. FITCH,
*For the proprietors north of Market street.*
MARTIN BAUM,
*For the proprietors south of Market street.*

*December* 30, 1817.

Endorsed as follows:

"DEAR SIR: I have concluded to set out. Mr. Hawkins has made certificates in my name, but that shall make no difference, as I can transfer them to Mr. Baum, or you can direct Mr. Hawkins to take in those and issue others in the name of Mr. Baum.

Yours, WILL. OLIVER.

JACOB BURNET, esq., present."

*Certificate to Wm. Turner, 20th Sept.*, 1817.

It is hereby certified, that William Turner, of Fort Wayne, did, on the 20th day of September, 1817, become the purchaser and proprietor of in-lots in the town of Port Lawrence, at the mouth of Swan creek, Miami rapids—numbered five, at seventy dollars; eighty-one, at forty-three dollars; one hundred and four, at twenty-five dollars; and three hundred and forty, at eighty-two dollars—of which sum the said William Turner has paid forty-two dollars and fifty cents. Now, if the said William Turner shall pay to Mar-

tin Baum, of Cincinnati, or to his lawful agent, the further sum of one hundred and twenty-seven dollars and fifty cents, in three equal yearly payments, with interest thereon to be computed from the date hereof, (which interest shall be released in case the payments be punctually made,) then, in that case, the said Martin Baum doth obligate and bind himself, his heirs, executors and administrators, to convey the said lot or parcel of land to the said William Turner, his heirs or assigns, by deed, in fee simple, as soon as a patent is obtained therefor from the United States.

In witness whereof, the said Martin Baum, by his agents, hath hereunto set his hand and seal, the twentieth day of September, 1817.

For MARTIN BAUM, [L. S.]
WILLIAM OLIVER.

Endorsed as follows:

I assign all my right, title, interest and demand, of the within lots in the town of Port Lawrence, to Mr. Benjamin F. Stickney, for value received. Witness my hand.

WM. TURNER, [L. S.]

FORT WAYNE, 10*th July*, 1818.

Witness: HENRY J. HUNT.

Received, Cincinnati, 15th October, 1818, forty-two dollars and fifty cents, in full for the second instalment for the within mentioned lots.

$42 50. MARTIN BAUM.

For value received, I surrender the within to Martin Baum. May 12, 1823.

B. F. STICKNEY.

*Certificate to Abraham Edwards, 24th Sept.*, 1817.

It is hereby certified, that Abraham Edwards, of Detroit, did, on the 24th day of September, 1817, become the purchaser and proprietor of in-lot numbered 218, at seventy-five dollars, in the town of Port Lawrence, Miami bay, of which sum the said Abraham Edwards has paid eighteen dollars and seventy-five cents. Now, if the said Abraham Edwards shall pay to Martin Baum, of Cincinnati, or to his lawful agent, the further sum of fifty-six dollars and twenty-five cents, in three equal yearly payments, with interest thereon, to be computed from the date hereof, (which interest shall be released in case the payments be punctually made,) then, in that case, the said Martin Baum doth obligate and bind himself, his heirs, executors and administrators, to convey the said lot or parcel of land to the said A. Edwards, his heirs, executors, administrators, or assigns, by deed, in fee simple, as soon as a patent is obtained therefor from the United States.

In witness whereof, the said Martin Baum, by his agents, hath hereunto set his hand and seal, the twenty-fourth day of September, 1817.

For MARTIN BAUM, [L. S.]
WILLIAM OLIVER.

Endorsed as follows:

For value received, I assign all my right, title, and interest in the within certificate, to William Oliver, his heirs and assigns. Maumee, 22d April, 1822.

For ABRAHAM EDWARDS,
HENRY J. HUNT.

For value received, I hereby relinquish the within to Martin Baum, trustee. Cincinnati, September 10, 1822.

WILL. OLIVER.

*Certificate to A. Edwards, 30th September*, 1817.

It is hereby certified, that Abraham Edwards, of Detroit, did, on the 30th day of September, 1817, become the purchaser and proprietor of in-lot numbered 148, in the town of Port Lawrence, Miami bay, at one hundred and ninety dollars, of which sum the said Abraham Edwards has paid forty-seven dollars and fifty cents. Now, if the said Abraham Edwards shall pay to Martin Baum, of Cincinnati, or his lawful agent, the further sum of one hundred and forty-two dollars and fifty cents, in three equal yearly payments, with interest thereon, to be computed from the date hereof, (which interest shall be released in case the payments be punctually made,) then, in that case, the said Martin Baum doth obligate and bind himself, his heirs, executors, and administrators, to convey the said lot or parcel of land to the said A. Edwards, his heirs or assigns, by deed, in fee simple, as soon as a patent is obtained therefor from the United States.

In witness whereof, the said Martin Baum, by his agents, hath hereunto set his hand and seal the thirtieth day of September, 1817.

For MARTIN BAUM, [SEAL.]
WILLIAM OLIVER.

Endorsed as follows:

For a valuable consideration, I assign over one-half of the within mentioned lot to Henry J. Hunt, his heirs or assigns, it being understood that said Hunt is to make half the payments yet to be made on said lots.

A. EDWARDS.

DETROIT, *October* 4, 1817.

For value received, I assign all my right, title, and interest, as also Abraham Edwards, in the within certificate to William Oliver, his heirs and assigns.

HENRY J. HUNT.

MAUMEE, *22d April*, 1822.

For value received, I hereby relinquish the within to Martin Baum, trustee.

WILL. OLIVER.

SEPTEMBER 10, 1822.

*Certificate to D. C. Henderson, 20th Sept., 1817—Lot 194.*

It is hereby certified that David C. Henderson, of Cleveland, did, on the 20th day of September, 1817, become the purchaser and proprietor of in-lot numbered one hundred and ninety-four, in Port Lawrence, Miami bay, at two hundred and seven dollars, of which sum the said David C. Henderson has paid fifty-one dollars and seventy-five cents. Now, if the said D. C. Henderson shall pay to Martin Baum, of Cincinnati, or to his lawful agent, the further sum of one hundred and fifty-five [dollars] and twenty-five cents, in three equal yearly payments, with interest thereon, to be computed from the date hereof, (which interest shall be released in case the payments shall be punctually made;) then, in that case, the said Martin Baum doth obligate and bind himself, his heirs, executors, and administrators, to convey the said lot or parcel of land to the said David C. Henderson, by deed, in fee simple, as soon as a patent is obtained therefor from the United States.

In witness whereof, the said Martin Baum, by his agents, hath hereunto set his hand and seal the twentieth day of September, 1817.

For MARTIN BAUM, [SEAL.]
WILLIAM OLIVER.

Endorsed as follows:

MAUMEE, *4th May*, 1821.

I, Darius C. Henderson, do hereby assign the within certificate to Jacob Wilkison, for his use and benefit, in consideration of his having become my security for a certain debt due to G. *Stign*, amounting to eighty-five dollars, which he is to retain, and hold possession of the within mentioned lot until the said debt shall be fully paid by me.

D. C. HENDERSON. [SEAL.]
Attest: A. GIBBS.

Received, at Cincinnati, June 10, 1823, four hundred dollars, in full for all claim, interest or demand, to the within described property, and, also, for all moneys expended in improvements thereon, hereby relinquishing to Martin Baum, his heirs or assigns, said lot and improvements thereon.

JACOB WILKISON.
Witness: WILL. OLIVER.

Know all persons by these presents, that whereas Martin Baum, by his agent or attorney, William Oliver, did execute a certain certificate to Darius C. Henderson, of Cleveland, by the name of

David C. Henderson & Co.; that the said Henderson became the purchaser and proprietor of in-lot numbered one hundred and ninety-four, in Port Lawrence, Miami bay, bearing date the 20th day of September, 1817, in which certificate it is certified that the said Henderson had paid on the said lot the sum of $51 75; and upon certain further condition therein expressed, the said Henderson was entitled to have a deed in fee simple for said lot. Now, be it known, that I, the said Henderson, do hereby grant, bargain, sell, assign, and transfer all my right and title to the said certificate and lot, to Jacob Wilkison, of the county of Wood, Ohio, and his legal representatives, forever, for a valuable consideration, the receipt whereof is hereby acknowledged.

Witness my hand and seal this seventeenth day of April, in the year one thousand eight hundred and twenty-three.

DARIUS C. HENDERSON. [SEAL.]

Signed, sealed, and delivered in the presence of
THOS. W. POWELL,
ISAAC HALL, Jr.

For and in consideration of four hundred dollars paid to me this day by Martin Baum, I do hereby assign all interest, claim, or demand to the within described property, together with all the improvements and appurtenances thereunto belonging, to the said Martin Baum.

Witness my hand and seal, at Cincinnati, this 10th June, 1823.

JACOB WILKISON. [SEAL.]

Witness: WILLIAM OLIVER.

*Certificate to D. C. Henderson, 20th Sept.*, 1817—*Lot* 132.

It is hereby certified that D. C. Henderson, of Cleveland, did, on the 20th day of September, 1817, become the purchaser and proprietor of in-lot numbered one hundred and thirty-two, in Port Lawrence, Miami bay, at sixty dollars, of which sum the said D. C. Henderson has paid fifteen dollars. Now, if the said D. C. Henderson shall pay to Martin Baum, of Cincinnati, or his lawful agent, the further sum of forty-five dollars, in three equal yearly payments, with interest thereon, to be computed from the date hereof, (which interest shall be released in case the payments be punctually made,) then, and in that case, the said Martin Baum doth obligate and bind himself, his heirs, executors, and administrators, to convey the said lot or parcel of land to the said David C. Henderson, by deed, in fee simple, as soon as a patent is obtained therefor from the United States.

In witness whereof, the said Martin Baum, by his agents, hath hereunto set his hand and seal [the] twentieth day of September, 1817.

For MARTIN BAUM, [SEAL.]
WILL. OLIVER.

Endorsed as follows:

This may certify, that I do assign all my right and title to lot No. 132 to Joseph Tromley, of Port Lawrence, this 15th day of September, 1818.

DARIUS C. HENDERSON.

In presence of JOSEPH WEBB.

I do hereby assign the within certificate to Peter G. Oliver, for value received, this 6th day of June, eighteen hundred and twenty-one.

his
JOSEPH ⋈ TROMLEY.
mark.

Witness: GEO. PATTERSON.

For value received, I hereby assign unto Martin Baum all my right, title, interest, and demand to the within described lot.

For PETER G. OLIVER,
WILL. OLIVER.

CINCINNATI, *February* 22, 1822.

*Memorandum of building at Swan Creek.*

| | |
|---|---|
| Paid Wm. Wilson, for getting out timber - - | $27 00 |
| " Jonathan Stewart for carpenter and joiner work - | 145 00 |
| " Mr. Prentice for inside work - - - | 10 00 |
| " Wm. Wilson for inside work - - - | 7 50 |
| " Wm. Wilson for do - - - | 3 00 |
| " Church for making sash - - - | 16 00 |
| " for sash timber - - - - - | 3 30 |
| " for shingles, pine, 6,000 - - - | 30 00 |
| " roof boards, 1,000 feet, at 2 cents per foot - | 20 00 |
| " 2,600 feet siding - - - - | 52 00 |
| " 1,000 feet pine flooring in the upper story - | 20 00 |
| " 640 feet ceiling, at 2 cents - - - | 12 80 |
| " 1,000 feet in the lower floor - - - | 20 00 |
| " shingle nails, 20 pounds - - - | 5 00 |
| " 100 cwt. 8 penny nails - - - - | 25 00 |
| " 6,000 brick, at 6 dollars per thousand - - | 36 00 |
| " building chimney - - - - | 20 00 |
| " 10 barrels of lime, at one dollar per barrel - | 10 00 |
| " 7 pair butts and screws for seven doors - - | 3 50 |
| " for fencing lot - - - - - | 20 00 |
| " 1 house 18 by 10 - - - - | 45 00 |
| " Jonas Clark for building fish house - - | 40 00 |
| " digging cellar and turfing house - - | 5 00 |
| " 81 lights of glass - - - - | 10 00 |
| | 586 10 |
| Paid John Allen and Elkeneck Patrige for entry and rafting timber for house - - - - - | 50 00 |
| Cash paid for article - - - - - | 52 75 |
| | $688 85 |

We, the undersigned, do consider the above to be reasonable bills at the time the building was erected.

Attest: WM. SIBLEY,
JOSEPH PRENTICE.

Received payment in full for the within account.

For DARIUS C. HENDERSON,
JACOB WILKISON.

CINCINNATI, *June* 10, 1823.

Witness: WILL. OLIVER.

*Certificate to Chs. Larned.*—30*th Sept.*, 1817.

It is hereby certified, that Charles Larned of Detroit, did, on 30th day of September, 1817, become the purchaser and proprietor of in-lot numbered 188, in the town of Port Lawrence, Miami bay, at seventy-five dollars; of which sum, the said Charles has paid eighteen dollars and seventy-five cents. Now, if the said Charles shall pay to Martin Baum of Cincinnati, or to his lawful agent, the further sum of fifty-six dollars and twenty-five cents, in three equal yearly payments, with interest thereon, to be computed from the date hereof, (which interest shall be released in case the payments be punctually made,) then, in that case, the said Martin Baum doth obligate and bind himself, his heirs, executors, and administrators, to convey the said lot or parcel of land to the said Charles Larned, his heirs, executors, administrators, or assigns, by deed, in fee simple, as soon as a patent is obtained therefor from the United States.

In witness whereof, the said Martin Baum, by his agents, hath hereunto set his hand and seal, the thirtieth day of Sept., 1817.

For MARTIN BAUM, [L. S.]
WILLIAM OLIVER.

Endorsed as follows: For value received, I assign all my right, title, and interest in the within certificate to William Oliver, his heirs and assigns.

For CHARLES LARNED,
HENRY J. HUNT.

MAUMEE, 22*d April*, 1822.

For value received, I hereby relinquish the within to Martin Baum, trustee.

WILL. OLIVER.

CINCINNATI, *September* 10, 1822.

*Certificate to W. Oliver.—September* 20, 1817.—*Lot* 128.

It is hereby certified, that William Oliver, of Cincinnati, did, on the 20th day of September, 1817, become the purchaser and proprietor of in-lot numbered one hundred and twenty-eight, in the town of Port Lawrence, at the mouth of Swan creek, Miami bay, at sixty-five dollars; of which sum, the said William Oliver has paid sixteen dollars and twenty-five cents. Now, if the said William Oliver shall pay to Martin Baum, of Cincinnati, or to his

lawful agent, the further sum of forty-eight dollars and seventy-five cents, in three equal yearly payments, with interest thereon, to be computed from the date hereof, (which interest shall be released in case the payments be punctually made,) then, in that case, the said Martin Baum doth obligate and bind himself, his heirs, executors, and administrators, to convey the said lot or parcel of land to the said William Oliver, his heirs or assigns, by deed, in fee simple, as soon as a patent is obtained therefor from the United States.

In witness whereof, the said Martin Baum hath hereunto set his hand and seal, the day of , 1817.

MARTIN BAUM.

*Same to same.*

It is hereby certified, that Will. Oliver, of Cincinnati, did, on the 20th day of September, 1817, become the purchaser and proprietor of in-lot numbered one hundred and twenty-eight, in the town of Port Lawrence, at sixty-five dollars; of which sum, the said William Oliver has paid sixteen dollars and twenty-five cents. Now, if the said William Oliver shall pay to Martin Baum, of Cincinnati, or to his lawful agent, the further sum of forty-eight dollars and seventy-five cents, in three equal yearly payments, with interest thereon, to be computed from the date thereof, (which interest shall be released in case the payments shall be punctually made,) then, in that case, the said Martin Baum doth obligate and bind himself, his heirs, executors, and administrators, to convey the said lot or parcel of land to the said William Oliver, his heirs or assigns, &c., by deed, in fee simple, as soon as a patent is obtained therefor from the United States.

In witness whereof, the said Martin Baum, by his agents, hath hereunto set his hand and seal, the 20th day of September, 1818.

MARTIN BAUM.

Endorsed as follows: Received, Cincinnati, September 20, 1818, of William Oliver sixteen dollars and twenty-five cents, in full of the second instalment for the within mentioned lot.

$16 $\frac{25}{100}$ dollars. MARTIN BAUM.

I hereby assign all my right, title, and interest, to the within described lot to Martin Baum, for value received.

WILL. OLIVER.

CINCINNATI, *February* 22, 1822.

*Certificate to W. Oliver.*

It is hereby certified, that William Oliver, of Cincinnati, did, on the 20th day of September, 1817, become the purchaser and proprietor of in-lots numbered two hundred and 23, at two hundred and fifteen dollars, and 224, at two hundred and forty dollars, in the town of Port Lawrence, Miami bay, amounting to four hundred

and fifty-five dollars; of which sum, the said William Oliver has paid one hundred and thirteen dollars and seventy-five cents. Now, if the said William Oliver shall pay to Martin Baum, of Cincinnati, or to his lawful agent, the further sum of three hundred [and] forty-one dollars and twenty-five cents, in three equal yearly payments, with interest thereon, to be computed from the date hereof, (which interest shall be released in case the payments be punctually made,) then, in that case, the said Martin Baum doth obligate and bind himself, his heirs, executors, and administrators, to convey the said lot or parcel of land to the said William Oliver, his heirs or assigns, by deed, in fee simple, as soon as a patent is obtained therefor from the United States.

In witness whereof, the said Martin Baum hath hereunto set his hand and seal, the twentieth day of September, 1817.

MARTIN BAUM.

Endorsed as follows: For value received, I hereby assign to Martin Baum, of Cincinnati, his heirs or assigns, all my right, title, claim, interest, and demand, of one equal undivided half of the within two in-lots Nos. 223 and 224, two hundred and twenty-three and two hundred and twenty-four, in the town of Port Lawrence; he, the said Martin, to pay one-half of the purchase of said lots, agreeably with certificate within.

In witness whereof, I have hereunto set my hand and seal, this the 29th day of January, A. D. 1817.

WILLIAM OLIVER. [L. S.]

Acknowledged in the presence of
PEYTON S. SYMMES, *Reg'r Ld. Off.*
CINCINNATI, *January* 9, 1818.

Received, 20th September, 1818, of Martin Baum and William Oliver one hundred and thirteen dollars 75 cents, being in full for the second instalment.

MARTIN BAUM.

*Certificate to W. Oliver, assignee of T. and D. Gwynne.*

It is hereby certified, that William Oliver, assignee of Thomas and David Gwynne, did, on the 20th day of September, 1817, become the purchaser and proprietor of in-lot numbered one hundred and forty-nine, in the town of Port Lawrence, at fifty-one dollars; of which sum, the said William Oliver, assignee as aforesaid, has paid twelve dollars and seventy-five cents. Now, if the said William Oliver shall pay to Martin Baum, of Cincinnati, or to his lawful agent, the further sum of thirty-eight dollars and twenty-five cents, in three equal yearly payments, with interest thereon, to be computed from the date hereof, (which interest shall be released in the case the payments be punctually made,) then, in that case, the said Martin Baum doth obligate and bind himself, his heirs, execu-

tors, and administrators, to convey the said lot or parcel of land to the said William Oliver, his heirs or assigns, by deed, in fee simple, as soon as a patent is obtained therefor from the United States.

In witness whereof, the said Martin Baum, by his agents, [L. s.] hath hereunto set his hand and seal, the 20th day of Sept., 1818.

MARTIN BAUM.

Endorsed as follows:

Received, Cincinnati, 20th Sept. 1818, of William Oliver, twelve dollars and seventy ——, in full of the second instalment for the within mentioned lot.

$12 $\frac{75}{100}$ dollars. MARTIN BAUM.

For value received, I hereby assign unto Martin Baum, all my right, title, and interest to the within described lot. Cincinnati, Feb. 22, 1822. WILL. OLIVER.

*Certificate to Baum, assignee of Gwynnes.*

It is hereby certified, that Martin Baum of Cincinnati, assignee of T. & D. Gwynne, has become the purchaser and proprietor of in-lots numbered one hundred and forty-four, at seventy-one dollars; and number two hundred and twenty-eight, at eighty-three dollars, of which said sum the said T. & D. Gwynne had paid thirty-eight dollars and fifty cents. Now, if the said Martin Baum, assignee, shall pay to Martin Baum, agent, or to his lawful agent, the further sum of one hundred and fifteen dollars and fifty cents, in three equal yearly payments, with interest thereon, to be computed from the date hereof, (which interest shall be released in case the payments be punctually made,) then, in that case, the said Martin Baum, agent, doth obligate and bind himself, his heirs, executors and administrators, to convey the said lot or parcel of land to the said Martin Baum or assigns, by deed in fee simple, as soon as a patent can be obtained therefor from the United States, by complying with the terms of purchase.

And it is further understood and agreed, that if the whole amount of the purchase money, together with all interest due on the same, be not made when the last instalment becomes due, then the above described lot or parcel of ground shall revert to the present proprietors; and all right and title of the aforesaid —— to the above ground shall cease and determine.

[L. s.] In witness whereof, the said Martin Baum, agent, hath hereunto set his hand and seal, the 23d day of August, 1818.

MARTIN BAUM, (*Agent.*)

I hereby certify that the second instalment on the within mentioned lots *have* been paid agreeable to the terms of sale.

23*d Aug.*, 1818. M. BAUM, *Agent.*

*Certificate to Baum.*

It is hereby certified, that Martin Baum, of Cincinnati, per William C. Schenck, did, on the 20th day of September, 1817, become the purchaser and proprietor of in-lots numbered 6, at thirty-seven dollars, 86 at forty-two dollars, 193 at one hundred and twenty-two dollars, 244 at seventy-two dollars, 275 at thirty-six dollars, and 318 at twenty-seven dollars, in the town of Port Lawrence, at the mouth of Swan creek, Miami bay, of which sum the said Martin Baum has paid eighty-four dollars. Now, if the said Martin Baum shall pay to Martin Baum of Cincinnati, or to his lawful agent, the further sum of two hundred and fifty-two dollars, in three equal yearly payments, with interest thereon, to be computed from the date hereof, (which interest shall be released in case the payments be punctually made,) then, in that case, the said Martin Baum doth obligate and bind himself, his heirs, executors, and administrators, to convey the said lot or parcel of land to the said Martin Baum, by deed, in fee simple, as soon as a patent is obtained therefor, from the United States.

In witness whereof, the said Martin Baum, by his agents, hath hereunto set his hand and seal, the twentieth day of September, 1817.

For MARTIN BAUM, [SEAL.]
WILLIAM OLIVER.

Endorsed as follows:

I hereby certify that the second instalment on the within mentioned lots, *have* been paid agreeable to the terms of sale, 23d Aug., 1818.

MARTIN BAUM, *Agent.*

William Oliver has refunded to us, as administrators, the first and second instalments paid on the within described lots, for and in consideration of which we hereby assign to him the said Oliver all interest that the estate of M. Baum may possess in the same, without any recourse hereafter upon said estate, or upon us as administrators.

*October* 1, 1833.

SAML. PERRY,
D. C. WALLACE,
*Administrators of M. Baum, dec'd.*

*Certificate to Wm. Ruffin, assignee of W. Oliver.*

It is hereby certified, that William Ruffin, assignee of William Oliver, did, on the 20th day of September, 1817, become the purchaser and proprietor of in-lot numbered one hundred and twenty-seven, in the town of Port Lawrence, at sixty-four dollars, of which sum the said William Ruffin assignee as aforesaid, has paid sixteen dollars. Now, if the said William Ruffin, assignee, shall pay the said Martin Baum, of Cincinnati, or to his lawful agent, the further sum of forty-eight dollars, in three equal yearly payments,

with interest thereon, to be computed from the date hereof, (which interest shall be released in case the payments be punctually made,) then, in that case, the said Martin Baum doth obligate and bind himself, his heirs, executors, and administrators, to convey the said lot or parcel of land to the said William Ruffin, his heirs, assigns, &c., by deed, in fee simple, as soon as a patent is obtained therefor from the United States.

In witness whereof, the said Martin Baum hath hereunto set his hand and seal, the 20th day of Sept., 1818.

MARTIN BAUM, [SEAL.]

Received, Cincinnati, 20th Sept. 1818, of William Ruffin by the hands of W. Oliver, sixteen dollars, being in full of the second payment for the within mentioned lot.

$16 Dollars. MARTIN BAUM.

Received, Cincinnati, 20th day of Sept., 1819, of William Ruffin, sixteen dollars, being the third instalment on the within mentioned lot.

$16 $\frac{00}{100}$. MARTIN BAUM.

For value received, I hereby relinquish the within to Martin Baum, trustee. Cincinnati, Sept. 10, 1822.

For WILLIAM RUFFIN,
WILL. OLIVER.

*Certificate to Robert Hars.*

It is hereby certified, that Robert Hars, of Miami county, Ohio, did purchase in the town of Port Lawrence, at the mouth of Swan creek, Miami Bay of Lake Erie, in-lots numbered twenty, at seventy-one dollars - - - - - - $71 00
Twenty-one at fifty dollars - - - - 50 00
Eighty-five at thirty-seven dollars - - - 37 00
One hundred and three at forty dollars - - - 40 00
Two hundred and seventy-one at one hundred and seventeen dollars - - - - - - 117 00
Three hundred and thirty-nine at thirty-one dollars - 31 00
Three hundred and seventy-three at sixty dollars - 60 00

$406 00

Of which sum the said Robert Hars has paid one hundred and one dollars and fifty cents. Now, if the said Robert Hars shall pay to Martin Baum, of Cincinnati, or to his lawful agent, the further sum of three hundred and four dollars and fifty cents, in three equal annual instalments, with interest from the date hereof on the three next succeeding payments, (which interest shall be released in case the payments be punctually made,) then, in that case, the said Martin Baum doth obligate and bind himself, his heirs, executors, and administrators, to convey the above said lots or parcels of

ground, as soon as a patent can be obtained, by complying with the terms of purchase from the United States, to the said Robert Hars, in fee simple. But if the said Robert does not make the full and complete payment of all the purchase money, together with all interest due thereon, when the last instalment becomes due, the lots hereby sold shall revert to the proprietors of Port Lawrence.

In witness whereof, the said Martin Baum, by his agent, has hereunto set his hand and seal, the 20th day of Sept., 1817.

For MARTIN BAUM, [SEAL.]
WILLIAM OLIVER.

Endorsed as follows:

I do hereby transfer the within certificate to Peter G. Oliver, for value received, this fifth day of March, 1822.

ROBT. HARS.

I do hereby transfer all my right, title, and interest to the within certificate, to William Oliver, for value received, this 13th day of March, 1822.

PETER G. OLIVER.

For value received, I hereby relinquish the within to Martin Baum, trustee. Cincinnati, September 10, 1822.

WILL. OLIVER.

*Certificate to Aurora Spafford—Lots* 267 *and* 324.

It is hereby certified, that Aurora Spafford, of Miami rapids, did, on 20th September, 1817, become the purchaser and proprietor of in-lots numbered 267, at twenty-five dollars, and 324, at thirty-four dollars, in the town of Port Lawrence, at the mouth of Swan creek, Miami bay, of which sum the said Aurora Spafford has paid fourteen dollars and seventy-five cents. Now, if the said Aurora Spafford shall pay to Martin Baum, of Cincinnati, or to his lawful agent, the further sum of forty-four dollars and twenty-five cents, in three equal yearly payments, with interest thereon, to be computed from the date hereof, (which interest shall be released in case the payments be punctually made,) then, in that case, the said Martin Baum doth obligate and bind himself, his heirs, executors and administrators, to convey the said lot or parcel of land to the said Aurora Spafford, by deed, in fee simple, as soon as a patent is obtained therefor from the United States.

In witness whereof, the said Martin Baum, by his agents, hath hereunto set his hand and seal, the twentieth day of September, 1817.

For MARTIN BAUM, [L. S.]
WILLIAM OLIVER.

For value received, I surrender and relinquish the within described property. May 14, 1822.

SAM'L SPAFFORD.

*Transfer of lots 267 and 324.*

Whereas Martin Baum, of Cincinnati, by his agent, William Oliver, on the twentieth day of September, one thousand eight hundred and seventeen, did grant a certificate to Aurora Spafford, wherein it is certified that the said Aurora Spafford, upon the consideration therein specified, shall be entitled to a deed, in fee simple, for in-lots two hundred and sixty-seven and three hundred [and] twenty-four, in the town of Port Lawrence, at the mouth of Swan creek, Miami bay: now, know all men by these presents, that the said Aurora Spafford, for and in consideration of the sum of fourteen dollars seventy-five cents, to him in hand paid by Olive Spafford, the receipt whereof is hereby acknowledged, hath granted, bargained, and sold, assigned, transferred, and set over, and by these presents doth grant, bargain, and sell, assign, transfer, and set over, unto the said Olive Spafford, and to her heirs and assigns forever, the certificate aforesaid, and all the benefits and advantages that may be had or obtained by reason or means of the same.

In testimony whereof, the said Aurora Spafford has hereunto set his hand and seal, this thirtieth day of August, one thousand eight hundred and nineteen.

AURORA SPAFFORD. [L. S.]

Signed, sealed, and delivered in presence of
HUGH B. MCKEEN,
S. ALLEN.

THE STATE OF OHIO, *Logan county, ss:*

Be it remembered, that on the thirtieth day of August, 1819, the within named Aurora Spafford personally came before me, and acknowledged the within to be his voluntary act and deed. Given under my hand and seal, this 30th day of August, 1819.

SENECA ALLEN, [L. S.] *J. Peace.*

*Certificate to H. J. Hunt.*

It is hereby certified, that Henry J. Hunt, of Detroit, did, on 24th day [of] September, 1817, become the purchaser and proprietor of in-lot numbered two hundred and twenty-nine (229), in the town of Port Lawrence, Miami bay, at seventy-five dollars, of which sum the said Henry J. Hunt has paid eighteen dollars and seventy-five cents. Now, if the said Henry J. Hunt shall pay to Martin Baum, of Cincinnati, or to his lawful agent, the further sum of fifty-six dollars and twenty-five cents, in three equal yearly payments, with interest thereon, to be computed from the date hereof, (which interest shall be released in case the payments be punctually made,) then, in that case, the said Martin Baum doth obligate and bind himself, his heirs, executors and administrators, to convey the said lot or parcel of land to the said Henry J. Hunt, his heirs or assigns, by deed, in fee simple, as soon as a patent is obtained therefor from the United States.

In witness whereof, the said Martin Baum, by his agents, hath hereunto set his hand and seal, the twenty-fourth day of September, 1817.

For MARTIN BAUM, [L. S.]
WILLIAM OLIVER.

Endorsed as follows:

Received, eighteen dollars seventy-five cents, second instalment on the within lot, of Henry J. Hunt. Maumee, June 7th, 1819.

For MARTIN BAUM,
PETER G. OLIVER.

For value received, I assign all my right, title, and interest in the within certificate, to William Oliver, his heirs and assigns. Maumee, 22d April, 1822.

HENRY J. HUNT.

For value received, I hereby relinquish the within to Martin Baum, trustee. Cincinnati, September 10, 1822.

WILLIAM OLIVER.

*Certificate to Mary Lebaron Hunt.*

It is hereby certified, that Mary Lebaron Hunt, of Detroit, on the 30th day of September, 1817, became the purchaser and proprietor of in-lot numbered 147, in the town of Port Lawrence, Miami bay, at sixty dollars, of which sum the said Mary L. Hunt has paid fifteen dollars. Now, if the said Mary L. Hunt shall pay to Martin Baum, of Cincinnati, or to his lawful agent, the further sum of forty-five dollars, in three equal yearly payments, with interest thereon, to be computed from the date hereof, (which interest shall be released in case the payments be punctually made,) then, in that case, the said Martin Baum doth obligate and bind himself, his heirs, executors and administrators, to convey the said lot or parcel of land to the said Mary L. Hunt, or legal representative, by deed, in fee simple, as soon as a patent is obtained therefor from the United States.

In witness whereof, the said Martin Baum, by his agents, hath hereunto set his hand and seal, the thirtieth day of September, 1817.

For MARTIN BAUM, [L. S.]
WILLIAM OLIVER.

Endorsed as follows:

For value received, I assign all my right, title, and interest in the within certificate, to William Oliver, his heirs and assigns. Maumee, 22d April, 1822.

For MARY L. GLEASON,
*late Mary L. Hunt.*
HENRY J. HUNT.

For value received, I hereby relinquish the within to Martin Baum, trustee. Cincinnati, September 10, 1822.

WILL. OLIVER.

*Certificate to J. E. Hunt and R. A. Forsyth.*

It is hereby certified, that John E. Hunt and Robert A. Forsyth, of Miami rapids, did, on the 20th day of September, 1817, become the purchasers and proprietors of in-lot numbered 372, in the town of Port Lawrence, Miami bay, at eighty-two dollars, of which sum the said John E. Hunt and Robert A. Forsyth *has* paid twenty dollars and fifty cents. Now, if the said John E. Hunt and Robert A. Forsyth shall pay to Martin Baum, of Cincinnati, or to his lawful agent, the further sum of sixty-one dollars and fifty cents, in three equal yearly payments, with interest thereon, to be computed from the date hereof, (which interest shall be released in case the payments be punctually made,) then, in that case, the said Martin Baum doth obligate and bind himself, his heirs, executors and administrators, to convey the said lot or parcel of land to the said John E. Hunt and Robert A. Forsyth, by deed, in fee simple, as soon as a patent is obtained therefor from the United States.

In witness whereof, the said Martin Baum, by his agent, hath hereunto set his hand and seal, the twentieth day of Sept., 1817.

For MARTIN BAUM, [L. S.]
WILLIAM OLIVER.

Endorsed as follows:

MAUMEE, *November* 12, 1818.

We, the within named John E. Hunt and Robert A. Forsyth, of Miami rapids, do hereby relinquish and convey to Benjamin F. Stickney, of Fort Wayne, his heirs, executors, administrators, and assigns, all the right, title, and interest, of a certain lot of land in the town of Port Lawrence, numbered three hundred and seventy-two, as within described, purchased of Martin Baum by his agent for eighty-two dollars—forty-one dollars of which has been paid in two instalments; the two remaining instalments to be paid by the said Stickney, amounting to forty-one dollars more, we having received of the said Stickney fifty-nine dollars in full consideration of the above assignment to him.

JOHN E. HUNT,
ROBERT A. FORSYTH.

Received, Maumee, November 14th, 1818, twenty dollars and fifty cents, for second instalment on the within certificate.

For MARTIN BAUM,
PETER G. OLIVER.

For value received, I surrender the within described property to Martin Baum, May 13, 1823.

B. F. STICKNEY.

[REC. XCV, J. T. 1843.]—77

*Certificate to Levi Owen.*

It is hereby certified that Levi Owen, of Miami rapids, did, on the 20th day of September, 1817, become the purchaser and proprietor of in-lot numbered thirty-three, in the town of Port Lawrence, at the mouth of Swan creek, Miami bay, at twenty dollars; of which sum the said Levi Owen has paid five dollars. Now, if the said Levi Owen shall pay to Martin Baum, of Cincinnati, or to his lawful agent, the further sum of fifteen dollars, in three equal yearly payments, with interest thereon, to be computed from the date hereof, (which interest shall be released in case the payments be punctually made,) then, in that case, the said Martin Baum doth obligate and bind himself, his heirs, executors, and administrators, to convey the said lot or parcel of land to the said Levi Owen, by deed, in fee simple, as soon as a patent is obtained therefor from the United States.

In witness whereof, the said Martin Baum, by his agent, hath hereunto set his hand and seal, the 20th day of September, 1817.

For MARTIN BAUM, [L. S.]
WILLIAM OLIVER.

Endorsed as follows:

I do hereby assign the within certificate to Peter G. Oliver, for value received this 6th day of June, 1821.

LEVI OWEN.

Witness—SANDERS P. DAY.

For value received, I hereby assign to Martin Baum all my right, title, and interest, to the within described lot.

For PETER G. OLIVER,
WILL. OLIVER.

CINCINNATI, *Feb.* 22, 1822.

*Certificate to D. W. Halley.*

It is hereby certified that David W. Halley, of Foot of rapids, did, on 20th September, 1817, become the purchaser and proprietor of in-lot numbered 222, in the town of Port Lawrence, at the mouth of Swan creek, Miami bay, at fifty dollars; of which sum the said David W. Halley has paid twelve dollars and fifty cents. Now, if the said D. W. Halley shall pay to Martin Baum, of Cincinnati, or to his lawful agent, the further sum of thirty-seven dollars and fifty cents, in three equal yearly payments, with interest thereon, to be computed from the date hereof, (which interest shall be released in case the payments be punctually made,) then, in that case, the said Martin Baum doth obligate and bind himself, his heirs, executors, and administrators, to convey the said lot or parcel of land to the said David W. Halley, by deed, in fee simple, as soon as a patent is obtained therefor from the United States.

In witness whereof, the said Martin Baum, by his agent, hath hereunto set his hand and seal, the 20th day of September, 1817.

For MARTIN BAUM, [L. S.]
WILLIAM OLIVER.

Endorsed as follows:

WAYNEFIELD, *Sept.* 23*d*, 1817.

I do hereby assign over all my right and title to the within lot to Seneca Allen.

DAVID W. HALLEY.

WAYNEFIELD, *Sept.* 23*d*, 1817.

I do hereby assign over to Julia Hawley all my right and title to the within lot.

SENECA ALLEN.

PORT LAWRENCE, *August* 15*th*, 1821.

We, the undersigned, do hereby assign over to Peter G. Oliver all of our right and title to the within lot, for value received.

Witness our hands, the day above written.

WILLIAM WILSON,
JULIA WILSON.

For value received, I hereby assign unto Martin Baum all my right, title, interest, and demand, to the within described lot.

For PETER G. OLIVER,
WILL. OLIVER.

CINCINNATI, *Feb.* 22, 1822.

*Certificate to B. F. Stickney.*

It is hereby certified that Benjamin F. Stickney, esq., of Fort Wayne, did, on the 20th day of September, 1817, purchase, in the town of Port Lawrence, at the mouth of Swan creek, Miami bay of Lake Erie, in-lots—

| | | |
|---|---|---|
| No. 22, at seventy dollars | - - - | $70 00 |
| 25, at fifty-one dollars | - - - | 51 00 |
| 26, at fifty-one dollars | - - - | 51 00 |
| 139, at forty-three dollars | - - - | 43 00 |
| 272, at one hundred and twenty-nine dollars | | 129 00 |
| 390, at eighty-one dollars | - - - | 81 00 |
| 399, at one hundred [and] twenty-three | - | 123 00 |
| | | $548 00 |

Of which sum the said Benjamin F. Stickney has paid one hundred and thirty-seven dollars. Now, if the said Benjamin F. Stickney shall pay to Martin Baum, of Cincinnati, or to his lawful agent, the further sum of four hundred and eleven dollars, in three equal annual instalments, with interest on the two first instalments from the date hereof, (which interest shall be released if payments be

punctually made,) then, in that case, the said Martin Baum doth obligate and bind himself, his heirs, executors, and administrators, to convey the said lots to the said Benjamin F. Stickney, by deed, in fee simple, as soon as a patent can be obtained, by complying with the terms of purchase from the United States. But if the said Benjamin F. Stickney does not make the full and complete payment of all the purchase money, together with all the interest that may be due thereon when the last instalment becomes due, the lots hereby sold shall revert to the proprietors of Port Lawrence.

In witness whereof, the said Martin Baum, by his agent, has hereunto set his hand and seal, this the 20th day of September, 1817.

For MARTIN BAUM, [L. S.]
WILLIAM OLIVER.

Endorsed as follows:

Received, Cincinnati, 15th October, 1818, one hundred and thirty-seven dollars, in full payment for the second instalment for the within mentioned lots.

$137 00. MARTIN BAUM.

For value received, I surrender the within to Martin Baum, May 12, 1823.

B. F. STICKNEY.

*Certificate to B. F. Stickney.*

It is hereby certified that Benjamin F. Stickney, of Fort Wayne, did, on 22d day [of] September, 1817, become the purchaser and proprietor of in-lot numbered 400, in the town of Port Lawrence, Miami bay, at two hundred and forty-two dollars; of which sum the said Benjamin F. Stickney has paid sixty dollars and fifty cents. Now, if the said B. F. Stickney shall pay to Martin Baum, of Cincinnati, or to his lawful agent, the further sum of one hundred and eighty-one dollars and fifty cents, in three equal yearly payments, with interest thereon, to be computed from the date hereof, (which interest shall be released in case the payments be punctually made,) then, in that case, the said Martin Baum doth obligate and bind himself, his heirs, executors, and administrators, to convey the said lot or parcel of land to the said Benjamin F. Stickney, by deed, in fee simple, as soon as a patent can be obtained therefor, by complying with the terms of purchase from the United States.

In witness whereof, the said Martin Baum, by his agent, hath hereunto set his hand and seal, the twenty-second day of September, 1817.

For MARTIN BAUM, [L. S.]
WILLIAM OLIVER.

For value received, I surrender the above to Martin Baum.

B. F. STICKNEY.

May 12, 1823.

Received, Cincinnati, 15th October, 1818, sixty dollars and fifty cents, being in full for the second instalment for the lots within named.

$60 $\frac{50}{100}$. MARTIN BAUM.

*Certificate to J. Godfroy.*

It is hereby certified, that James Godfroy, of Detroit, did, on 1st day October, 1817, become the purchaser and proprietor of in-lot numbered one hundred and seven, in the town of Port Lawrence, Miami bay, at twenty-seven dollars, of which sum the said James Godfroy has paid six dollars and seventy-five cents. Now, if the said James Godfroy shall pay to Martin Baum, of Cincinnati, or to his lawful agent, the further sum of twenty dollars and twenty-five cents, in three equal yearly payments, with interest thereon, to be computed from the date hereof, (which interest shall be released in case the payments be punctually made,) then, in that case, the said Martin Baum doth obligate and bind himself, his heirs, executors, and administrators, to convey the said lot or parcel of land to the said James Godfroy, by deed, in fee simple, as soon as a patent is obtained therefor from the United States.

In witness whereof, the said Martin Baum, by his agents, hath hereunto set his hand and seal the first day of October, 1817.

For MARTIN BAUM, [SEAL.]
WILLIAM OLIVER.

Endorsed as follows:

For value received, I assign all my right, title, and interest in the within certificate to William Oliver, his heirs and assigns.

For JAMES GODFROY,
HENRY J. HUNT.

MAUMEE, 22*d April*, 1822.

For value received, I relinquish all right and title to the within described lot to Martin Baum, trustee.

WILL. OLIVER.

SEPTEMBER 10, 1822.

*Certificate to P. Godfroy.*

It is hereby certified, that Pierre Godfroy, of Detroit, did, on the 20th day of September, 1817, become the purchaser and proprietor of in-lots in the town of Port Lawrence, at the mouth of Swan creek, Miami bay, numbered one hundred and twenty, at twenty-seven dollars, and one hundred and ninety-eight, at fifty-one dollars, of which sum the said Pierre Godfroy has paid nineteen dollars and fifty cents. Now, if the said Pierre Godfroy shall pay to Martin Baum, of Cincinnati, or to his lawful agent, the further sum of fifty-eight dollars and fifty cents, in three equal yearly payments, with interest thereon, to be computed from the date hereof, (which interest shall be released in case the payments be punctually

made,) then, in that case, the said Martin Baum doth obligate and bind himself, his heirs, executors, and administrators, to convey the said lot or parcel of land to the said Pierre Godfroy, by deed, in fee simple, as soon as a patent is obtained therefor from the United States.

In witness whereof, the said Martin Baum, by his agents, hath hereunto set his hand and seal the twentieth day of September, 1817.

For MARTIN BAUM, [SEAL.]
WILLIAM OLIVER.

Endorsed as follows:

For value received, I assign all my right, title, and interest in the within certificate to William Oliver, his heirs and assigns.

For PIERRE GODFROY,
HENRY J. HUNT.

MAUMEE, 22*d April*, 1822.

For value received, I hereby relinquish the within to Martin Baum, trustee.

WILL. OLIVER.

CINCINNATI, *September* 10, 1822.

*Certificate to S. Allen.*

It is hereby certified, that Seneca Allen, of Miami rapids, did, on the 20th September, 1817, become the purchaser and proprietor of in-lot numbered 296, in the town of Port Lawrence, at the mouth of Swan creek, Miami bay, at forty-one dollars, of which sum the said Seneca Allen has paid ten dollars and twenty-five cents. Now, if the said Seneca Allen, his heirs, executors, administrators, or assigns, shall pay to Martin Baum, of Cincinnati, or to his lawful agent, the further sum of thirty dollars and seventy-five cents, in three equal yearly payments, with interest thereon, to be computed from the date hereof, (which interest shall be released in case the payments be punctually paid,) then, in that case, the said Martin Baum doth obligate and bind himself, his heirs, executors, and administrators, to convey the said lot or parcel of land to the said Seneca Allen, his heirs, executors, administrators, or assigns, by deed, in fee simple, as soon as a patent is obtained therefor from the United States.

In witness whereof, the said Martin Baum, by his agents, hath hereunto set his hand and seal the twentieth day of September, 1817.

For MARTIN BAUM, [SEAL.]
WILLIAM OLIVER.

Interlined before delivered. W. O.

It is hereby certified, that Seneca Allen, of Maumee, is the proprietor of in-lot numbered five, in the town of Maumee, on

condition of his completing the payments for one in-lot purchased in Port Lawrence, conformably with the terms stipulated in certificate of said lot, which lot, when paid for, is considered in full satisfaction for the above in-lot No. 5, in Maumee. And for which the said Seneca Allen is to have a deed, agreeably with the terms contained in the certificate of the lot purchased in Port Lawrence, No. ——.

For MARTIN BAUM,
WILL. OLIVER.

CINCINNATI, *April* 8, 1819.

I do hereby assign, transfer, and convey to Peter G. Oliver, all my right, title, and demand in, to, and of, the above certificate, and the said lot No. five, for value received

SENECA ALLEN.

MAY 14, 1821.

For value received, I hereby assign unto Martin Baum all my right, title, and interest to the above described.

For PETER G. OLIVER,
WILL. OLIVER.

CINCINNATI, *February* 22, 1822.

First instalment of lot in Port Lawrence paid by said Allen at the time of purchase, twenty-one dollars more paid in surveying the town of Maumee.

For MARTIN BAUM,
WILL. OLIVER.

*Agreement—W. Oliver & G. W. Rhodes.*

Memorandum of an agreement made this thirtieth day of June, in the year eighteen hundred and thirty-four, between William Oliver, of Cincinnati, Ohio, by Stephen B. Comstock, of Port Lawrence, Michigan Territory, attorney, of the first part, and George W. Rhodes, of the latter place, of the second part, witnesseth:

That the said party of the first part, for and in consideration of the conditions hereinafter mentioned and contained, to be observed and fulfilled by the said party of the second part, hereby agrees to sell and convey, by good and sufficient deed, to the said party of the second part, by the thirtieth day of June, in the year eighteen hundred and thirty-five, town lot No. forty-three, situated in the town of Port Lawrence, county of Monroe, and Territory of Michigan, reference being made to the recorded plot of said town.

In consideration of the above, the said party of the second part hereby agrees, within forty days from the date hereof, to erect and enclose on the lot above mentioned a frame dwelling-house, twenty-four feet wide, thirty-four feet long, and two stories high; and

also further agrees to pay the said party of the first part the sum of one hundred and one dollars, with interest, by the thirtieth day of June, in the year eighteen hundred and thirty-five.

In witness whereof, the said parties have hereunto set their hands and seals the day and year first above written.

WILLIAM OLIVER, [SEAL.]
By STEPHEN B. COMSTOCK, *Att'y.*
GEORGE W. RHODES. [SEAL.]

In presence of
W. J. DANIELS,
A. K. GIBSON.

Deed to C. J. Keeler, jr, July 27, 1836.

A. PALMER, *Agent.*

Endorsed as follows:

I assign my right and title to the within to A. K. Gibson, for value received.

G. W. RHOADES.

PORT LAWRENCE, *July 14th*, 1834.

I assign my right and title to the within article to Platt Card and Coleman J. Keeler, jr., for value received.

A. K. GIBSON.

PORT LAWRENCE, *August 2d*, 1834.

Received of C. J. Keeler four hundred and fifty dollars, in full for my half of house and lot on Monroe street, being ½ of lot and house. I am to pay half of all expense up to the date of last settlement.

P. CARD.

Nov. 10*th*, 1835.

Received, Toledo, May 29, 1836, one hundred seven dollars and $\frac{40}{100}$, payment in full on the within contract.

ANDREW PALMER,
Per S. B. COMSTOCK.

*Agreement—Oliver and Rhodes.*

Memorandum of an agreement, this thirtieth day of June, in the year eighteen hundred and thirty-four, between William Oliver, of Cincinnati, Ohio, by Stephen B. Comstock, of Port Lawrence, Michigan Territory, his attorney, of the first part, and George W. Rhodes, of the latter, of the second part, witnesseth:

That the said party of the first part, for and in consideration of the conditions hereinafter mentioned and contained, to be observed and fulfilled by the said party of the second part, agrees to sell and convey, by good and sufficient deed, to the said party of the second part, by the thirtieth day of June, in the year eighteen hundred and thirty-five, town lot No. forty-three, situated in the town of

Port Lawrence, county of Monroe, and Territory of Michigan, reference being [had] to the recorded plat of said town. In consideration of the above, the said party of the second part hereby agrees, within forty days from the date hereof, to erect and enclose, on the lot above mentioned, a frame dwelling-house, twenty-four feet wide, thirty-four feet long, and two stories high; and also further agrees to pay the said party of the first part, the sum of one hundred and one dollars, with interest, by the thirtieth day of June, in the year eighteen hundred and thirty-five.

In witness whereof, the said parties have hereunto set their hands and seals, the day and year first above written.

WILLIAM OLIVER, [L. S.]
By STEPHEN B. COMSTOCK, *Att'y.*
GEORGE W. RHODES. [L. S.]

In presence of
W. J. DANIELS,
A. K. GIBSON.

Endorsed as follows: Received, Toledo, May 27, 1836, one hundred seven $\frac{40}{100}$ dollars, in full of the within contract.

A. PALMER,
For S. B. COMSTOCK.

*Agreement—Oliver and C. Comstock.*

*Copy.*—Memorandum of an agreement made this thirtieth day of June, in the year eighteen hundred and thirty-four, between William Oliver, of Cincinnati, Ohio, by Stephen B. Comstock, of Port Lawrence, Michigan Territory, his attorney, of the first part, and Calvin Comstock, of the latter place, of the second part, witnesseth:

That the said party of the first part, for and in consideration of the conditions hereinafter mentioned and contained, to be observed and fulfilled by the said party of the second part, hereby agrees to sell and convey, by good and sufficient deed, to the said party of the second part, by the thirtieth day of June, in the year eighteen hundred and thirty-six, town lot No. eighty-three, and town lot No. eighty-four, situated in the town of Port Lawrence, county Monroe, and Michigan Territory. In consideration of the above, the said party of the second part hereby agrees to build, on the premises above described, two dwelling-houses, each of the following dimensions, to wit: twenty feet wide, thirty-two feet long, and two stories high; one of said buildings to be completed by the first day of January next, and the other to be completed by the first day of June, in the year eighteen hundred and thirty-five. And also further agrees to pay the said party of the first part, the sum of two hundred [and] twenty-five $\frac{29}{100}$ dollars, as follows, to wit: the sum of fifty-three $\frac{59}{100}$ dollars by the first day of August next, and the sum of one hundred and seventy-one and $\frac{19}{100}$ dollars by the thirtieth day of June, in the year eighteen hundred and thirty-six.

In witness whereof, the said parties have hereunto set their hands and seals, the day and year first above written.

WILLIAM OLIVER, [L. S.]
By STEPHEN B. COMSTOCK, *Att'y.*
CALVIN COMSTOCK. [L. S.]

In presence of
W. J. DANIELS,
C. J. KEELER, Jr.

Lot 84, deeded by Major Oliver.

A. PALMER, *Agent.*

*April* 26, 1837.

Lot 83, deeded by Major Oliver.

A. PALMER, *Agent.*

*August 5th*, 1835.

Endorsed as follows: Received, August first, 1834, fifty-three and $\frac{50}{100}$ dollars, first payment on the within contract.

STEPHEN B. COMSTOCK.

For a valuable consideration, to me in hand paid, I hereby assign, transfer, and set over to Jesse Carr, all my right, title, claim, and interest to the within described premises.

In witness whereof, I have hereunto set my hand and seal, the first day of October, A. D. 1834.

CALVIN COMSTOCK. [L. S.]

In presence of
STEPHEN B. COMSTOCK.

For a valuable consideration, to me in hand paid, I hereby assign, transfer, and set over to Calvin Comstock, all my right, title, claim and interest to the within described premises.

In witness whereof, I have hereunto set my hand and seal, the third day of February, A. D. 1835.

JESSE CARR. [L. S.]

In presence of
ISAAC W. COMSTOCK.

Received, June 30, 1836, on the within contract, one hundred [and] seventy-one dollars [and] seventy-nine cents, in full of the same.

WILLIAM OLIVER,
By A. PALMER, *Agent.*

*Agreement—Oliver, by S. B. Comstock, and G. D. Simpson.*

Memorandum of an agreement made this third day of July, in the year eighteen hundred and thirty-four, between William Oliver, of Cincinnati, Ohio, by Stephen B. Comstock, of Port Lawrence, Michigan Territory, attorney, of the first part, and George D. Simpson, of the latter place, of the second part, witnesseth:

That the said party of the first part, for and in consideration of the conditions hereinafter mentioned and contained, hereby agrees

to sell and convey, by good and sufficient deed, to the said party of the second part, by the first day of March next, town lot No. eighty-one, and town lot No. eighty-two, situated in the town of Port Lawrence, county of Monroe, and Michigan Territory. In consideration of the above, the said party of the second part hereby agrees to pay the said party of the first part, the sum of fifty-four dollars, by the first day of March next, with interest.

In witness whereof, the said parties have hereunto set their hands and seals, the day and year first above written.

WILLIAM OLIVER, [L. S.]
By STEPHEN B. COMSTOCK, *Att'y.*
GEO D. SIMPSON. [L. S.]

In presence of
GEORGE FOX,
A. S. FOX.

Endorsed as follows: "Received the within consideration of $50, with interest.

For WILL. OLIVER,
A. PALMER."

*June* 29, 1835."

*Agreement—Oliver and C. J. Keeler.—Lot* 41, *and* 20 *feet.*

Article of agreement made and concluded this twentieth day of June, in the year eighteen hundred and thirty-four, between William Oliver, of Cincinnati, Ohio, by Stephen B. Comstock, of Port Lawrence, Michigan Territory, his attorney, of the first part, and Coleman J. Keeler, jr., of Port Lawrence, and Territory aforesaid, of the second part, witnesseth:

That the said party of the first part, for and in consideration of the conditions hereinafter mentioned and contained, to be observed and fulfilled by the said party of the second part, his heirs or assigns, does hereby covenant and agree, for himself, his heirs, executors, and assigns, to convey, or cause to be conveyed, by good and sufficient deed, to the said party of the second part, all those certain pieces or parcels of land, situate in the town of Port Lawrence, county of Monroe, and Territory of Michigan, more particularly known and distinguished as town lot No. forty-one, and twenty feet in width from the southwest side of town lot *of* No. forty-two, adjoining said lot No. forty-one, and extending back said twenty feet in width from Ontario street one hundred and twenty feet to an alley; said land to be deeded and conveyed by the twentieth day of June, in the year eighteen hundred and thirty-six.

The said party of the second part, in consideration of the above, hereby agrees, for himself, his heirs, executors, and assigns, to erect and enclose, on the premises above described, by the first day of January, in the year eighteen hundred and thirty-five, a two-story frame building suitable for a dwelling, thirty feet wide, and eighty

feet long, and to pay the said party of the first part the sum of two hundred dollars, with interest, as follows, to wit: the sum of one hundred dollars, with interest, [of] the said two hundred dollars, by the twentieth day of June, in the year eighteen hundred and thirty-five, and the sum of one hundred dollars, with interest, by the twentieth day of June, in the year eighteen hundred and thirty-six.

In witness whereof, the said parties have hereunto set their hands and seals, the day and year first above written.

WILLIAM OLIVER, [L. S.]
By STEPHEN B. COMSTOCK, *Att'y.*
COLEMAN J. KEELER. [L. S.]

In presence of
JAMES M. WHITNEY,
SENECA ALLEN.

Deeded to C. J. Keeler, jr.

A. PALMER, *Ag't.*

*July* 27, 1836.

Received, Toledo, May 27, 1836, one hundred and seven dollars, payment in full, on the within agreement.

ANDREW PALMER,
Per S. B. COMSTOCK.

*June* 20, 1835.

Received of C. J. Keeler, Jr., one hundred and fourteen dollars, being the first instalment, with interest, on within contract.

WILLIAM OLIVER,
By ANDREW PALMER, *Ag't.*

*Agreement—Oliver and C. J. Keeler, Jr.—Lot* 41, *and* 20 *feet.*

Article of agreement made and concluded this twentieth day of June, in the year eighteen hundred and thirty-five, between William Oliver, of Cincinnati, Ohio, by Stephen B. Comstock, of Port Lawrence, Michigan Territory, his attorney, of the first part, and Coleman J. Keeler, jr., of Port Lawrence, and Territory aforesaid, of the second part, witnesseth:

That the said party of the first part, for and in consideration of the conditions hereinafter mentioned and contained, to be observed and fulfilled by the said party of the second part, his heirs or assigns, does hereby covenant and agree, for himself, his heirs, executors, and assigns, to convey, or cause to be conveyed, by good and sufficient deed, to the said party of the second part, all that certain piece or parcel of land situated in the town of Port Lawrence, county of Monroe, Michigan Territory, more particularly known and distinguished as town lot forty-one, and twenty feet in width from the south-west side of town lot No. forty-two, adjoining said lot No. forty-one, and extending back said

twenty feet in width from Ontario street one hundred and twenty feet to an alley; said land to be deeded [and] conveyed by the twentieth day of June, in the year eighteen hundred and *twenty*-six. The said party of the second part, in consideration of the above, hereby agrees for himself, his heirs, executors, and assigns, to erect and enclose on the premises above described, by the first day of January, in the year eighteen hundred thirty-five, a two story frame building suitable for a dwelling, two stories high, thirty feet wide and eighty feet long; and to pay the said party of the first part the sum of two hundred dollars, with interest as follows, to wit: the sum of one hundred dollars, with interest on the said two hundred dollars, by the twentieth day of June, eighteen hundred and thirty-five, and the sum of one hundred dollars, with interest, by the twentieth day of June, in the year eighteen hundred and thirty-six.

In witness whereof, the said parties have hereunto set their hands and seals the day and year first above written.

WILLIAM OLIVER, [L. S.]
By STEPHEN B. COMSTOCK, *Att'y.*
COLEMAN J. KEELER, Jr. [L. S.]

In presence of
JAMES M. WHITNEY,
SENECA ALLEN.

Deeded to the within C. J. Keeler, jr.

A. PALMER.

*July* 19, 1836.

*June* 26, 1835.

Received one hundred and fourteen dollars, being the amount of the within expressed instalment with interest.

WILL. OLIVER,
By ANDREW PALMER, *Ag't.*

Received, Toledo, May 27, 1836, one hundred [and] seven dollars, payment in full on the within contract.

ANDREW PALMER,
Per S. B. COMSTOCK.

*Agreement—Oliver & Keeler.—Lots* 37, 38 *and* 39.

Article of agreement made this tenth day of June, in the year of our Lord, eighteen hundred and thirty-five, between William Oliver, of Cincinnati, by Andrew Palmer, his agent, and Coleman J. Keeler, Jr., of the village of Toledo, of the second part, as follows, to wit:

The party of the first part hereby covenants and agrees with the party of the second part, that he will sell and convey in fee, by a good and sufficient deed, to the party of the second part,

all the certain pieces or parcels of land, situate, lying, and being in the town of Toledo, known and distinguished as town lots number *No.* 37, 38, and 39, agreeable to a map made by Seneca Allen, surveyor, and now on file in the register's office for the county of Monroe, on condition that the said party of the second part do erect and enclose on said lots, by the first day of January, 1836, at least one good two story dwelling, not less than 20 by 30 feet, to be finished and ready for occupancy by the 10th day of June, 1836; and also upon the payment, by the party of the second part to the party of the first part, of the sum of six hundred dollars, with interest annually, and all taxes that shall be assessed upon the premises, as follows, to wit: three hundred dollars, with interest, on the tenth day of June, eighteen hundred and thirty-six, and three hundred dollars, with interest, on the tenth day of June, eighteen hundred and thirty-seven; and the said party of the second part covenants and agrees to pay to the party of the first part the said sum of money in manner and time aforesaid, with the interest aforesaid, which payment is hereby declared to be a condition precedent to the execution of a deed by the party of the first part; and in case of failure on the part of the party of the second part to fulfil this contract in the payment above mentioned, and to make the improvement above stipulated, then this contract to be void at the election of the party of the first part.

In witness whereof, the parties have hereunto set their hands and seals, the day and year first above written.

WILL. OLIVER, [L. S.]
By ANDREW PALMER.
C. J. KEELER, Jr. [L. S.]

Sealed and delivered in presence of
LEWIS G. PARKER,
D. B. MOONEY.

Deed to C. J. Keeler, jr.

A. PALMER, *Ag't.*

*July* 27, 1836.

Endorsed as follows, to wit:

"I have examined the improvements erected on the within lots, and believe them to exceed the amount of improvements called for in the article.

ANDREW PALMER,
*Agent for William Oliver.*"

TOLEDO, *May* 9, 1836."

Received, Toledo, May 27, 1836, three hundred and thirty-six dollars, first payment on the within agreement.

ANDREW PALMER,
Per S. B. COMSTOCK.

Received, July 27, 1836, C. J. Keeler's note for $318 00, payable in 10 months from date, in payment of last instalment on within contract.

WILLIAM OLIVER,
By ANDREW PALMER, *Ag't.*

*Keeler's Note.*

$318. TOLEDO, *July* 2, 1836.

Ten months from date, I promise to pay the Port Lawrence Company to the order of Daniels & Gœttel, three hundred and eighteen dollars, for value received.

C. J. KEELER, Jr.

Endorsed. DANIELS & GŒTTEL."

*Agreement—Oliver & Keeler.—Lots* 37, 38, 39.

Article of agreement made this tenth day of June, in the year of our Lord eighteen hundred and thirty-five, between William Oliver, of Cincinnati, by Andrew Palmer, his agent, and Coleman J. Keeler, Jr., of the village of Toledo, of the second part, as follows, to wit:

The party of the first part hereby covenants and agrees with the party of the second part, that he will sell and convey in fee, by a good and sufficient deed, to the party of the second part, all the certain pieces or parcels of land situate, lying, and being in the town of Toledo, known and distinguished as town lots number *No.* 37, 38 and 39, agreeable to a map made by Seneca Allen, surveyor, and now on file in the register's office for the county of Monroe, on condition that the said party of the second part erect and enclose on said lots, by the first day of January, 1836, at least one good two story dwelling, not less than 20 by 30 feet, to be finished and ready for occupancy by the 10th day of June, 1836; and also upon payment, by the party of the second part to the party of the first part, of the sum of six hundred dollars, with interest annually, and all taxes that shall be assessed upon the premises, as follows, to wit: three hundred dollars, with interest, on the 10th day of June, 1836; and three hundred dollars on the 10th day of June, 1837. (Eighteen hundred *and thirty-seven.*) And the party of the second part covenants and agrees to pay to the party of the first part, said sum of money, in manner and time aforesaid, with the interest aforesaid, which payment is hereby declared to be a condition precedent to the execution of a deed by the party of the first part; and in case of failure on the part of the party of the second part to fulfil this contract in the payment above mentioned, and in making the improvement above stipulated, then this contract to be void at the election of the party of the first part.

In witness whereof, the parties have hereunto set their hands and seals, the day and year first above written.

WILLIAM OLIVER,
By ANDREW PALMER, [L. S.]
C. J. KEELER, JR. [L. S.]

Sealed and delivered in presence of
LEWIS G. PARKER,
D. B. MOONEY.

Deeded, July 27, 1836, to C. J. Keeler, Jr.
ANDREW PALMER, *Agt.*

Endorsed as follows:

Received, Toledo, May 27, 1836, on the within agreement, three hundred and thirty-six dollars, first payment on the within agreement.

ANDREW PALMER,
Per S. B. COMSTOCK.

Received, July 27, 1836, the second and last instalment on the within contract, being C. J. Keeler's note for $318 00, payable in 10 months.

WILL. OLIVER,
By A. PALMER, *Agent.*

*Agreement—Oliver and Keeler.—Lots* 33, 34, 40.

Article of agreement, made and concluded this twenty-fourth day of February, in the year eighteen hundred and thirty-four, between William Oliver, of Cincinnati, O., by Stephen B. Comstock, of Port Lawrence, Michigan Territory, his attorney, of the first part, and Coleman J. Keeler, jun., of the latter place, of the second part, witnesseth:

1st. That the said party of the first part, for and in consideration of the conditions hereinafter mentioned and contained, to be observed and fulfilled by the said party of the second part, his heirs, executors, or assigns, does hereby covenant and agree for himself, his executors and assigns, to convey, or cause to be conveyed, by good and sufficient deed or deeds, to the said party of the second part, by the first day of March, in the year eighteen hundred and thirty-six, all those certain pieces or parcels of land situate, lying, and being in the town of Port Lawrence, county of Monroe, and Territory of Michigan, more particularly known and distinguished on a certain map or plat of the town of Port Lawrence, made by the said William Oliver, and recorded by the register of deeds of the said county of Monroe, on the twenty-second day of December, eighteen hundred and thirty-two, as town lot No. forty, fronting sixty feet on Ontario street, and extending back one hundred and twenty feet to an alley. Lot No. thirty-four, fronting sixty feet on Ontario street, and extending back one hundred and

one feet to Swan street; and lot No. thirty-three, fronting forty feet on Ontario street, and extending back one hundred and one feet to Swan street.

2d. The said party of the second part, hereby covenants and agrees, in consideration of the above, within four months from the date hereof, to erect and enclose two buildings on said lot No. thirty-three, each to be twenty-two feet wide, and thirty-four feet long, and two stories high. The said party of the second part further agrees to pay the said party of the first part, the sum of one hundred and fifty dollars, with annual interest thereon, by the first day of March, eighteen hundred and thirty-six. The said party of the first part further agrees to deed to said party of the second part, the lands described in these presents, as soon as the said party of the second part shall fulfil this agreement on his part.

In testimony whereof, the said parties have hereunto interchangeably set their hands and seals, the day and year first above written.

WILLIAM OLIVER, [L. S.]
By STEPHEN B. COMSTOCK, *Att'y.*
COLEMAN J. KEELER, JR. [L. S.]

In presence of
WM. CRANE,
IRA S. SCOTT.

Deeded to the within.

C. J. KEELER,
A. PALMER.

*July* 19, 1836.

(Duplicate.)

Received, Port Lawrence, June 18, 1834, on the within agreement, fifty dollars.

WILLIAM OLIVER,
Per S. B. COMSTOCK.

Received, Toledo, May 27, 1836, payment in full on the within contract, being one hundred sixteen and $\frac{40}{100}$ dollars.

ANDREW PALMER,
By S. B. COMSTOCK.

*Agreement.—Oliver and Keeler.—Lots* 33, 34, *and* 40.

Articles of agreement, made and concluded this twenty-fourth day of February, in the year eighteen hundred and thirty-four, between William Oliver, of Cincinnati, O., by Stephen B. Comstock, of Port Lawrence, Michigan Territory, his attorney, of the first part, and Coleman J. Keeler, jun., of the latter place, of the second part, witnesseth:

(1.) That the said party of the first part, for and in consideration of the conditions hereinafter mentioned and contained, to be observed and fulfilled by the said party of the second part, his heirs, executors, or assigns, does hereby covenant and agree, for himself, his heirs, and assigns, to convey, or cause to be conveyed, by good and suffi-

cient deed or deeds, to the said party of the second part, by the first day of March, eighteen hundred and thirty-six, all those certain pieces or parcels of land situate, lying, and being in the town of Port Lawrence, county of Monroe, and Territory of Michigan, more particularly known and distinguished on a certain map or plat of the town of Port Lawrence, made by the said William Oliver, and recorded by the register of deeds of the said county of Monroe, on the twenty-second day of December, in the year eighteen hundred and thirty-two, as town lot No. forty, fronting sixty feet on Ontario street, and extending back one hundred and twenty feet to an alley. Lot No. thirty-four, fronting sixty feet on Ontario street, and extending back one hundred and one feet to Swan street; and lot No. thirty-three, fronting forty feet on Ontario street, and extending back one hundred and one feet to Swan street.

(2.) The said party of the second part hereby covenants and agrees, in consideration of the above, within four months from the date hereof, to erect and enclose two buildings on said lot No. thirty-three, each to be twenty-two feet wide, and thirty-two feet long, and two stories high. The said party of the second part further agrees to pay the said party of the first part the sum of one hundred and fifty dollars, with annual interest thereon, by the first of March, eighteen hundred and thirty-six. The said party of the first part further agrees to deed to the said party of the second part, the lands described in these presents as soon as the said party of the second part shall fulfil this agreement on *this* part.

In testimony whereof, the said parties have hereunto interchangeably set their hands and seals, the day and year first above written.

WILLIAM OLIVER, [SEAL.]
By STEPHEN B. COMSTOCK, *Att'y.*
COLEMAN J. KEELER, JR. [SEAL.]

In presence of

WM. CRANE,
IRA S. SCOTT.

Deeded, July 27, 1836, to C. J. Keeler, Jr.

A. PALMER, *Agent.*

(Duplicate.)

Endorsed as follows:

Received, Port Lawrence, June 18, 1834, of Coleman J. Keeler, Jr., fifty dollars.

STEPHEN B. COMSTOCK.

Received, Toledo, May 27, 1836, one hundred sixteen and $\frac{40}{100}$ dollars, payment in full on the within agreement.

ANDREW PALMER,
Per S. B. COMSTOCK.

*Agreement.—Oliver and A. K. Gibson.*

Memorandum of an agreement, made this thirtieth day of June, in the year eighteen hundred and thirty-four, between William Oliver, of Cincinnati, Ohio, by Stephen B. Comstock, of Port Lawrence, Michigan Territory, his attorney, of the first part, and Archibald K. Gibson, of the latter place, of the second part, witnesseth:

That the said party of the first part, for and in consideration of the conditions hereinafter stated, hereby agrees to sell and convey, by good and sufficient deed, to the said party of the second part, town lot No. one hundred and twenty-one, situated in the town of Port Lawrence, county of Monroe, and Michigan Territory.

In consideration of the above, the said party of the second part, hereby agrees to erect and enclose, within forty days from the date hereof, a frame building twenty-four feet *long*, thirty-four feet long, and two stories high; and also further agrees to pay the said party of the first part, the sum of three hundred and forty-two dollars, as follows, to wit: the sum of one hundred and twenty-one dollars, by the thirtieth day of June, in the year eighteen hundred and thirty-five, and the sum of one hundred and fourteen dollars, by the thirtieth day of June, in the year eighteen hundred and thirty-six, and the sum of one hundred and seven dollars by the thirtieth day of June, in the year eighteen hundred and thirty-seven.

In testimony whereof, the said parties have hereunto set their hands and seals, the day and year first above written.

WILLIAM OLIVER, [L. S.]
By STEPHEN B. COMSTOCK, *Att'y.*
A. K. GIBSON. [L. S.]

In presence of
G. W. RHOADES,
HENRY W. GOETTEL.

Endorsed: "Forfeited."

*Agreement—Oliver and C. Comstock.*

Memorandum of an agreement made this thirtieth day of June, in the year eighteen hundred and thirty-four, between William Oliver, of Cincinnati, Ohio, by Stephen B. Comstock, of Port Lawrence, Michigan Territory, his attorney, of the first part, and Calvin Comstock, of the latter place, of the second part, witnesseth:

That the said party of the first part, for and in consideration of the conditions hereinafter mentioned and contained, to be observed and fulfilled by the said party of the second part, hereby agrees to sell and convey, by good and sufficient deed, to the said party of the second part, by the thirtieth day of June, eighteen hundred and thirty-six, town lot No. eighty-three, and town lot No. eighty-

four, situated in the town of Port Lawrence, county of Monroe, and Michigan Territory. In consideration of the above, the said party of the second part hereby agrees to build, on the premises above described, two dwellings, each of the following dimensions, to wit: twenty feet wide, thirty-two feet long, and two stories high; one of said buildings to be completed by the first day of January next, and the other to be completed by the first day of June, in the year eighteen hundred and thirty-five; and also further agrees to pay the said party of the first part the sum of two hundred and twenty-five and $\frac{29}{100}$ dollars, as follows, to wit: fifty-three and $\frac{50}{100}$ dollars, by the first day of August next, and the sum of one hundred [and] seventy-one and $\frac{79}{100}$ dollars, by the thirtieth day of June, in the year eighteen hundred and thirty-six.

In witness whereof, the said parties have hereunto set their hands and seals, the day and year first above written.

WILLIAM OLIVER, [L. S.]
By STEPHEN B. COMSTOCK, *Att'y.*
CALVIN COMSTOCK. [L. S.]

In presence of
W. J. DANIELS,
C. J. KEELER, JR.

Deeded the within lot to Calvin Comstock, July 19, 1836.
A. PALMER.

Endorsed as follows:

Received, Port Lawrence, August first, eighteen hundred [and] thirty-four, of Calvin Comstock, fifty-three $\frac{50}{100}$ dollars—first payment on the within contract.

WILLIAM OLIVER,
Per STEPHEN B. COMSTOCK, *Agent.*

Received, June 30, 1836, one hundred [and] seventy-one dollars seventy-nine cents, in full of within contract.

WILLIAM OLIVER,
By A. PALMER, *Ag't.*

Deeded, July 19, 1836, to the within named Comstock.

*Agreement—Oliver [and] W. P. Daniels.*

Articles of agreement made in June, eighteen hundred and thirty-four, and concluded on the fourteenth day of June, eighteen hundred and thirty-five, between William Oliver, of Cincinnati, State of Ohio, of the first part, and William P. Daniels, of Toledo, of the second part, witnesseth:

That the said William Oliver, for and in consideration of the sum of three thousand one hundred and twenty-five dollars, lawful money, with interest from fourteenth June, eighteen hundred and thirty-five, as hereinafter stipulated, doth, for himself, his heirs,

executors and administrators, covenant, promise and agree, to and with the said William P. Daniels, his heirs and assigns, by these presents, that he, the said William Oliver, shall and will, by a good and sufficient deed, well and truly grant and convey unto the said William P. Daniels, his heirs or assigns, in fee simple, the following described in-lots, situate, lying, and being in the Port Lawrence division of Toledo, and marked and numbered on the map or plan of Port Lawrence, as surveyed by Seneca Allen, surveyor, in eighteen hundred and thirty-four, and recorded on the proper records of Monroe county, Michigan Territory, viz: in-lots numbered thirty-one and thirty-two, on Perry and Ontario streets; lot numbered nine, and so much of lot number ten as has not been conveyed to Willard J. and Munson H. Daniels, thirty-three and a half feet, more or less, on Erie street, together with all the improvements on said lots aforesaid—on the party of the second part completing the several payments according to this agreement, which are, eleven hundred and eighty-seven dollars and $\frac{88}{100}$, on the fourteenth day of June, A. D. eighteen hundred and thirty-seven; twelve hundred [and] fifty-nine dollars and $\frac{61}{100}$, on the fourteenth day of June, A. D. eighteen hundred and thirty-eight; and thirteen hundred [and] thirty-three dollars and $\frac{76}{100}$, on the fourteenth day of June, A. D. eighteen hundred and thirty-nine; which several payments include interest at seven per cent. per annum, and for which several payments, as aforesaid, said William P. Daniels has executed three several notes, corresponding in tenor and date: the several payments to be made and completed as aforesaid, and before execution and delivery of deed by the said William Oliver; and in default of payment of any of the several notes, as stipulated, on the part of said Daniels, this contract to be void, at the option of said William Oliver.

In testimony whereof, the said parties have hereunto affixed their names and seals, this the eighth day of July, A. D. eighteen hundred and thirty-five.

WILL. OLIVER, [L. S.]
W. P. DANIELS. [L. S.]

Signed and delivered in presence of
STEPHEN B. COMSTOCK,
ANDREW PALMER.

It was understood by the parties, in making the original agreement, that the premises were to be kept by said Daniels, by himself or some suitable person, as a public house of entertainment, and is still so understood by the parties, until the deed is executed, unless a majority of the proprietors shall agree to a different arrangement.

Endorsed as follows:

"Last note paid by Bank of Michigan assignees, $1,333 76, and deeded accordingly."

*Agreement—Oliver and W. J. and M. H. Daniels.*

Memorandum of an agreement made this twenty-sixth day of June, in the year eighteen hundred and thirty-four, between William Oliver, of Cincinnati, Ohio, by Stephen B. Comstock, of Port Lawrence, Michigan Territory, his attorney, of the first part, and Willard J. Daniels and Munson H. Daniels, of the latter place, of the second part, witnesseth:

That the said party of the first part, for and in consideration of the conditions hereinafter stated, agrees to sell and convey, by good and sufficient deed, by the first day of April next, the following described lands, situated in the town of Port Lawrence, Michigan Territory, described as follows, to wit: town lot No. eighty-eight, and twenty feet in width from the southwest side of town lot No. eighty-nine; and also one hundred feet in width on Water street, commencing on the south line of Water street, one hundred and twenty feet northeasterly from the intersection of the said line of Water street with the easterly line of Jefferson street; thence northeasterly along the said line of Water street, one hundred feet, and extending said one hundred feet in width back to the navigable waters of the Maumee river.

In consideration of the above, the said parties of the second part agree to erect and finish, by the first day of April, eighteen hundred and thirty-five, on the premises above described, a warehouse, forty feet wide, sixty feet long, and two stories high; and also further agree to pay the said party of the first [part] the sum of seventy dollars, with interest, by the first day of April next.

In witness whereof, the said parties have hereunto set their hands and seals, the day and year first above written.

WILLIAM OLIVER, [L. S.]
By STEPHEN B. COMSTOCK, *Att'y.*
W. J. DANIELS, [L. S.]
M. H. DANIELS. [L. S.]

In presence of
JAMES M. WHITNEY,
JAMES BERRY.

*Agreement—Oliver and W. J. Daniels.*

Memorandum of an agreement made this twenty-sixth day of June, in the year eighteen hundred and thirty-four, between William Oliver, of Cincinnati, Ohio, by Stephen B. Comstock, of Port Lawrence, Michigan Territory, his attorney, of the first part, and Willard J. Daniels, of the latter place, of the second part, witnesseth:

That the said party of the first part, for and in consideration of the conditions hereinafter mentioned and contained, agrees to sell and convey, by good and sufficient deed, by the first day of April

next, town lot No. nineteen, situated in the town of Port Lawrence, county of Monroe, Michigan Territory. In consideration of the above, the said party of the second part agrees to erect and finish, on the premises above described, a dwelling-house, sixteen feet wide, twenty-two feet long, and two stories high, by the first day of April next; and also to pay the said party of the first part the sum of fifty dollars, with interest, by the first day of April next.

In witness whereof, the said parties have hereunto set their hands and seals, the day and year first above written.

WILLIAM OLIVER, [L. S.]
By STEPHEN B. COMSTOCK, *Att'y.*
W. J. DANIELS. [L. S.]

In presence of
M. H. DANIELS,
JAMES M. WHITNEY.

Received, Toledo, May 23d, 1837, of W. J. Daniels, sixty dollars twenty cents, in full of within contract, for principal and interest.

WILLIAM OLIVER,
BY A. PALMER, *Agent.*

*Agreement—Oliver and Bissel.*

Memorandum of an agreement, made this thirtieth day of June, in the year eighteen hundred and thirty-four, between William Oliver, of Cincinnati, Ohio, by Stephen B. Comstock, of Port Lawrence, Michigan Territory, his attorney, of the first part, and Edward Bissell, of Niagara county, N. Y., of the second part, witnesseth:

That the said party of the first part, for and in consideration of the conditions hereinafter mentioned and contained, hereby agrees to sell and convey, by good and sufficient deed, by the first day of July, in the year eighteen hundred and thirty-seven, town lot No. one hundred and seventeen, situate in the town of Port Lawrence, county of Monroe, and Michigan Territory. In consideration of the above, the said party of the second part hereby agrees to build and finish, on the lot abovementioned, by the first day of January next, a brick building twenty feet wide, forty feet long, and two stories high, above the basement; and also further agrees to pay the said party of the first part the sum of two hundred and twenty-eight dollars, as follows, to wit: the sum of eighty and $\frac{67}{100}$ dollars, by the first day of July, in the year eighteen hundred and thirty-five; and the sum of seventy-six dollars, by the first day of July, eighteen hundred and thirty-six; and the sum of seventy-one and $\frac{33}{100}$ dollars, by the first day of July, in the year eighteen hundred and thirty-seven.

In witness whereof, the said parties have hereunto set their hands and seals, the day and year first above written.

WILLIAM OLIVER, [L. S.]
By his attorney, STEPHEN B. COMSTOCK.
——— ———, [L. S.]

In presence of—

Endorsed as follows: "Deeded 5th Aug., 1835."

*Agreement—Oliver and W. Ritter.*

Memorandum of an agreement, made this thirtieth day of June, in the year 1834, between William Oliver, of Cincinnati, Ohio, by Stephen B. Comstock, of Port Lawrence, Michigan Territory, his attorney, of the first part, and William Ritter, of the latter place, of the second part, witnesseth:

That the said party of the first part, for and in consideration of the conditions hereinafter mentioned and contained, hereby agrees to sell and convey, by good and sufficient deed, to the said party of the second part, by the thirtieth day of June, in the year eighteen hundred and thirty-five, the northeasterly half of town lot No. two hundred and twenty-two, fronting thirty feet on Huron street, situated in the town of Port Lawrence, county of Monroe, and Michigan Territory. In consideration of the above, the said party of the second part hereby agrees to erect, on the premises above described, a dwelling-house by the first day of August next; and also further agrees to pay the said party of the first part the sum of twenty-five dollars, with interest, by the thirtieth day of June, in the year eighteen hundred and thirty-five.

In witness whereof, the said parties have hereunto set their hands and seals, the day and year first written.

WILLIAM OLIVER, [L. S.]
By STEPHEN B. COMSTOCK, *Att'y.*
WILLIAM RITTER. [L. S.]

In presence of
C. D. KEELER, JR.,
ABRAHAM RITTER.

Endorsed as follows: "Received the within consideration of $25, with interest.
*July* 3, 1835. For WILLIAM OLIVER,
A. PALMER."

*Agreement—Oliver and W. Ritter.*

Memorandum of an agreement, made this thirtieth day of June, in the year eighteen hundred and thirty-four, between William Oliver, of Cincinnati, Ohio, by Stephen B. Comstock, of Port Lawrence, Michigan Territory, his attorney, of the first part, and William Ritter, of the latter place, of the second part, witnesseth:

That the said party of the first part, for and in consideration of the conditions hereinafter mentioned and contained, hereby agrees

to sell and convey, by good and sufficient deed, to the said party of the second part, by the thirtieth day of June, in the year eighteen hundred and thirty-five, the northeasterly half of town lot No. two hundred and twenty-two, fronting thirty feet on Huron street, situated in the town of Port Lawrence, county of Huron, and Michigan Territory. In consideration of the above, the said party of the second part hereby agrees to erect, on the premises above described, a dwelling-house by the first day of August next; and also further agrees to pay the said party of the first part the sum of twenty-five dollars, with interest, by the thirtieth day of June, in the year eighteen hundred and thirty-five.

In witness whereof, the said parties have hereunto set their hands and seals, the day and year first above written.

WILLIAM OLIVER, [L. S.]
By STEPHEN B. COMSTOCK, *Att'y.*
WILLIAM RITTER. [L. S.]

In presence of
C. J. KEELER, JR.,
ABRAHAM RITTER.

Endorsed as follows:

"Received of David B. Mooney twenty-six dollars, in full for my right and title to the within mentioned lot, on this day, the twenty-second day of July, in the year of A. D. eighteen hundred and *twenty*-four.

Witness: WILLIAM RITTER,
JACOB MULLIN.

Received of Platt Card one hundred and seventy-five dollars, in full for my interest in the within lot.

DAVID B. MOONEY.

VISTULA, *August 5th*, 1834.

Received of Nathan Phillips two hundred dollars; in consideration of which I assign all my right and title to the within article.

PLATT CARD.

PORT LAWRENCE, *November 28th*, 1834.

I assign my right and title to the within article to Platt Card, for value received.

NATHANIEL PHILLIPS.

TOLEDO, *June 17th*, 1835.

I assign my right, title, and interest to the within article, to Solon Corning, for value received.

PLATT CARD.

TOLEDO, *Nov'r 17th*, 1835.

Received the within consideration of $25, with interest.

WILLIAM OLIVER,
By A. PALMER.

*July 3d*, 1835.

[REC. XCV, J. T. 1843.]—80

*Agreement—Oliver and P. Bennett.*

Articles of agreement made and concluded this twenty-fourth day of February, in the year eighteen hundred and thirty-four, between William Oliver, of Cincinnati, O., by Stephen B. Comstock, of Port Lawrence, Michigan Territory, his attorney, of the first part, and Philo Bennett, of Port Lawrence, Michigan Territory, of the second part, witnesseth:

That the said party of the first part, for and in consideration of the conditions hereinafter mentioned, to be observed and fulfilled by the said party of the second part, his heirs, executors, or assigns, does hereby covenant and agree, for himself, his heirs, executors and assigns, to convey, or cause to be conveyed, by good and sufficient deed or deeds, to the party of the second part, at the times hereafter mentioned, all those certain pieces or parcels of land situate, lying, and being in the town of Port Lawrence, county of Monroe, and Territory of Michigan, more particularly known and distinguished on a certain map or plat of the town of Port Lawrence, made by the said William Oliver, and recorded by the register of deeds of the said county of Monroe, the twenty-second day of December, in the year eighteen hundred and thirty-two, as town lots Nos. eighteen, seventeen, twenty-three, and twenty-four; said lots Nos. seventeen and eighteen, fronting sixty feet each on Erie street, and extending back one hundred [and] twenty feet to an alley; and lots Nos. twenty-three and twenty-four, fronting each sixty feet on Ontario street, and extending back one hundred and twenty feet to an alley; said lot No. seventeen to be deeded by the first day of August next, and the other lots by the twenty-fourth day of February, eighteen hundred and thirty-six. The said party of the second part hereby covenants and agrees, in consideration of the above, to erect and enclose, by the first day of August next, a two story dwelling-house, twenty-four feet wide and thirty-two feet long, on said town lot No. seventeen, above described; and, within three months from the date hereof, to weather-board the dwelling house on lot No. eighteen, above described; and also, within two years from the date hereof, to build a dwelling-house on said lot No. twenty-three, before mentioned; and the said party of the second part further agrees to pay the party of the first part the sum [of] two hundred and fifty dollars, as follows, to wit: the sum of fifty dollars, by the twenty-fourth day of March next, and the sum of two hundred dollars, by the twenty-fourth day of February, in the year eighteen hundred and thirty-six, with interest annually.

In witness whereof, the said parties have hereunto set their hands and seals, the day and year first above written.

WILLIAM OLIVER, [L. S.]
By STEPHEN B. COMSTOCK, *Att'y.*
PHILO BENNETT. [L. S.]

In presence of
WM. CRANE,
COLEMAN J. KEELER, JR.

Received, on the within contract, three hundred and six $\frac{87}{100}$ dollars, in full for principal and interest.

ANDREW PALMER,
*Agent for Wm. Oliver.*

TOLEDO, 23*d May*, 1837.

*Agreement—Oliver and P. Bennett.*

Articles of agreement, made and concluded this twenty-fourth day of February, in the year eighteen hundred and thirty-four, between William Oliver, of Cincinnati, O., by Stephen B. Comstock, of Port Lawrence, Michigan Territory, his attorney, of the first part, and Philo Bennett, of Port Lawrence, Michigan Territory, of the second part, witnesseth:

1st. The said party of the first part, for and in consideration of the conditions hereinafter mentioned, to be observed and fulfilled by the said party of the second part, his heirs, executors, or assigns, does hereby covenant and agree, for himself, his heirs, executors, and assigns, to convey, or cause to be conveyed, by good and sufficient deed or deeds, to the party of the second part, at the times hereinafter mentioned, all those certain pieces or parcels of land, situate, lying, and being in the town of Port Lawrence, county of Monroe, and Territory of Michigan, more particularly known and distinguished on a certain map or plat of the town of Port Lawrence, made by the said William Oliver, and recorded by the register of deeds of the said county of Monroe, the twenty-second day of December, in the year eighteen hundred and thirty-two, as town lots Nos. seventeen, eighteen, twenty-three, and twenty-four; said lots Nos. seventeen and eighteen, fronting sixty feet on Erie street, and extending back one hundred and twenty feet to an alley, and lots Nos. twenty-three and twenty-four, fronting each sixty feet on Ontario street, and extending back one hundred and twenty feet to an alley; lot No. seventeen to be deeded by the first day of August next, and the other lots by the twenty-fourth day of February, in the year eighteen hundred and thirty-six. 2*d*. The said party of the second part hereby covenants and agrees, in consideration of the above, to erect and enclose, by the first day of August next, a two story dwelling-house, twenty-four feet wide and thirty-two feet long, on said town lot No. seventeen above described; and, within three months from the date hereof, to weatherboard the dwelling-house on lot No. eighteen above described; and also, within two years from the date hereof, to build a dwelling-house on said lot No. twenty-three before mentioned. And the said party of the second part further agrees to pay the party of the first part the sum of two hundred and fifty dollars, as follows, to wit: The sum of fifty dollars by the twenty-fourth day of March next, and the sum of two hundred dollars by the twenty-fourth day of February, in the year eighteen hundred and thirty-six, with interest annually from this date.

In whereof, the said parties have hereunto interchangeably set their hands and seals, the day and year first above written.

WILLIAM OLIVER, [L. S.]
By STEPHEN B. COMSTOCK, *Att'y.*
PHILO BENNETT.

In presence of
WM. CRANE,
COLEMAN J. KEELER, jr.

Received, Toledo, May 23, 1837, three hundred and six dollars eighty-seven cents, in full of principal and interest on the within contract.

ANDREW PALMER,
*Agent for Wm. Oliver.*

*Agreement—Oliver and T. & J. Darlington.*

Memorandum of an agreement made this sixteenth day of July, in the year eighteen hundred and thirty-four, between William Oliver, of Cincinnati, Ohio, by Stephen B. Comstock, of Port Lawrence, county of Monroe, and Michigan Territory, attorney, of the first part, [and] Thomas Darlington and Jesse Darlington, of the latter place, of the second part, witnesseth:

That the said party of the first part, for and in consideration of the conditions hereinafter mentioned and contained, to be observed and fulfilled by the said party of the second part, hereby agrees to sell and convey, by good and sufficient deed, to the said party of the second part, by the first day of June, in the year eighteen hundred and thirty-six, town lots Nos. two hundred and nineteen, two hundred and twenty-six, and three hundred and twenty-nine, situated in the town of Port Lawrence, county of Monroe, and Michigan Territory; and also the following described parcels of land, to wit: lying on the southwesterly side of Lafayette street, and between Superior and Michigan streets, bounded on the southwesterly side of Carrol street, or a parcel of land bounded on the northeasterly side by Carrol street, on the northwesterly side by Michigan street, on the southwesterly side by river tract No. 3, on the twelve-mile square reserve on the Miami river of Lake Erie, and on the southeasterly side by Swan creek. The said party of the second part, in consideration of the above, hereby agrees to erect and put in operation, on the premises above mentioned, a steam saw-mill, by the first day of June, in the year eighteen hundred and thirty-five, and also to erect and put in operation, by the first day of June, in the year eighteen hundred and thirty-six, on the above described premises, a steam grist-mill; and also agrees to pay the said party of the first part the sum of three hundred dollars, with interest, by the first day of June, eighteen hundred and thirty-six.

In witness whereof, the said parties have hereunto set their hands and seals, the day and year first above mentioned.

WILLIAM OLIVER, [L. S.]
By STEPHEN B. COMSTOCK, *Att'y.*
THO'S DARLINGTON, [L. S.]
JESSE DARLINGTON. [L. S.]

In presence of
JAMES M. WHITNEY,
A. S. FOX.

Two deeds issued on within contract; the property having been divided, and covenants required in title, restricting the grantees from encroaching upon the navigation of Swan creek. Done July 28, 1836.

ANDREW PALMER, *Agent.*

Endorsed as follows:

I hereby agree, so far as my interest is affected or concerned individually in the within contract, that the parties of the second part, within named, shall have two months longer to complete the saw-mill than specified in the within contract, and one year longer to complete the grist-mill than specified in said contract.

STEPHEN B. COMSTOCK. [L. S.]

TOLEDO, *March* 17, 1835.

I do hereby assign all my right, title, and interest, on the within contract, to M. H. Daniels and Henry W. Goettel, for and in consideration that the above named Daniels & Goettel shall be at one-half of the expense of making the improvements on the within mentioned property.

Witness my hand and seal.

THOMAS DARLINGTON. [L. S.]

Witnesses present at the signing,
JOHN S. BROWN,
JOHN GOETTEL.

I, Jesse Darlington, assign all my right, title, and interest, on the within contract, to M. H. Daniels and Henry W. Goettel, for [and] in consideration that M. H. Daniels and H. W. Goettel may convey a sufficient deed.

Witness my hand and seal.

JESSE DARLINGTON. [L. S.]

Witness present at signing,
ISRAEL DARLINGTON.

Received of Daniels & Goettel, Toledo, February 10th, 1836, fifteen hundred dollars—two hundred dollars in cash, and two notes to balance the fifteen hundred dollars in full.

THOMAS DARLINGTON.

Make deed as regards my undivided interest.

EDWARD BISSELL.

And my interest. STEPHEN B. COMSTOCK.

Received, June 7, 1836, of Messrs. Daniels & Goettel, three hundred forty-two dollars fifty [cents], being the whole amount of money due on the within contract.

WILLIAM OLIVER,
By ANDREW PALMER, *Ag't.*

*Agreement—Oliver and T. & J. Darlington.*]

Memorandum of an agreement made this sixteenth day of July, in the year eighteen hundred and thirty-four, between William Oliver, of Cincinnati, Ohio, by Stephen B. Comstock, of Port Lawrence, Michigan Territory, his attorney, of the first part, and Thomas Darlington and Jesse Darlington, of the latter place, of the second part, witnesseth:

That the said party of the first part, for and in consideration of the conditions hereinafter mentioned and contained, to be observed and fulfilled by the said parties of the second part, hereby agrees to sell and convey, by good and sufficient deed, to the said party of the second part, by the first day of June, in the year eighteen hundred thirty-six, town lots Nos. two hundred and nineteen, two hundred and twenty-six, and three hundred and twenty-nine, situated in the town of Port Lawrence, county of Monroe, and Michigan Territory; and also the following described parcels of land, to wit: lying on the southwesterly side of Lafayette street, and between Superior and Michigan streets, bounded on the southwesterly side by Carrol street; and a parcel of land bounded on the northeasterly side by Carrol street, on the northwesterly side by Michigan street, on the southwesterly side by river tract No. 3, of 12 miles square reserve, on the Miami river of Lake Erie, and southeasterly side by Swan creek. The said party of the second part, in consideration of the above, hereby agrees to erect and put in operation on the premises above mentioned, a steam saw mill, by the first day of June, in the year eighteen hundred and thirty-five; and also to erect and put in operation by the first day of June, in the year eighteen hundred and thirty-six, on the premises above described, a steam grist mill; and also further agrees to pay the said party of the first part the sum of three hundred dollars, with interest, by the first day of June, in the year eighteen hundred and thirty-six.

In witness whereof, the said parties have hereunto set their hands and seals, the day and year first above written.

WILLIAM OLIVER, [L. S.]
By STEPHEN B. COMSTOCK, *Att'y.*
THOMAS DARLINGTON. [L. S.]
JESSE DARLINGTON. [L. S.]

In presence of
JAMES M. WHITNEY,
A. S. FOX.

Endorsed as follows:

Received, June 7, 1836, of Messrs. Daniels & Gœttel, three hundred [and] forty-two dollars fifty-cents, being the whole amount of money due on the within contract.

WILLIAM OLIVER,
By ANDREW PALMER, *Ag't.*

*Agreement—Oliver and Mooney.*

Article of agreement made this eleventh day of June, in the year of our Lord eighteen hundred and thirty-five, between William Oliver, of Cincinnati, by A. Palmer, his agent, of the first part, and David B. Mooney, of the town of Toledo, of the second part, as follows, to wit:

The said party of the first part hereby covenants and agrees with the party of the second part, that he will sell and convey in fee, by a good and sufficient deed, to the party of the second part, all that certain piece or parcel of land situate, lying, and being in the town of Toledo, known and distinguished as town lot number thirty-five, agreeable to a map made by Seneca Allen, surveyor, and now on file in the register's office for the county of Monroe, on condition that the said party of the second part erect and complete by the eleventh day of June, eighteen hundred and thirty-six, a good and respectable building at least twenty-four by eighteen feet, and paint the same; and also, upon the payment by the party of the second part to the party of the first part of the sum of two hundred and forty dollars, with interest annually, and all taxes that shall be assessed upon the premises, as follows, to wit: eighty dollars, with interest, on the eleventh day of June, eighteen hundred and thirty-six; eighty dollars, with interest, on the eleventh day of June, eighteen hundred and thirty-seven; eighty dollars, with interest, on the eleventh day of June, eighteen hundred and thirty-eight; and the party of the second part covenants and agrees to pay to the party of the first part, said sum of money in manner and time aforesaid, with the interest aforesaid, which payment is hereby declared to be a condition precedent to the execution of a deed by the party of the first part; and in case of failure on the part of the party of the second part to fulfil this contract in the payment above mentioned, and in making the improvements above stipulated; then this contract to be void at the election of the party of the first part.

In witness whereof, the parties have hereunto set their hands and seals, the day and year first above written.

WILLIAM OLIVER, [L. S.]
By ANDREW PALMER.
DAVID B. MOONEY. [L. S.]

Sealed and delivered in presence of
L. G. PARKER,
P. PALMER.

Endorsed as follows: "Forfeited, and to be rescinded."

*Agreement—Oliver and M. Connor.*

An agreement made the eighteenth day of July, 1834, between William Oliver, of Cincinnati, Ohio, by Stephen B. Comstock, of Port Lawrence, Michigan Territory, his attorney, and Michael Connor, of Erie, Pa., witnesseth:

William Oliver, in consideration of the payments hereinafter mentioned, agrees to sell and convey by warrantee deed to Michael Connor, by the eighteenth day of July, 1837, town lot No. two hundred and thirty-six; said lot situated in the town of Port Lawrence, county of Monroe, and Michigan Territory, reference being made to the recorded plat of said town. Michael Connor, in consideration of the above, binds himself to pay William Oliver the sum of one and fifty dollars, with interest annually, as follows, to wit: thirty-seven and $\frac{50}{100}$ dollars, on the execution of this agreement; and thirty-seven and $\frac{50}{100}$ dollars by eighteenth of July, eighteen hundred and thirty-five; and thirty-seven and $\frac{50}{100}$ dollars by the eighteenth of July, 1836; *and thirty-seven and* $\frac{50}{100}$ *dollars by the eighteenth day of July*, 1836; *and thirty-seven and* $\frac{50}{100}$ *dollars by the eighteenth day of July*, 1837; together with interest annually on so much of the said sum of one hundred and fifty dollars as shall be unpaid.

Signed and sealed at Port Lawrence, date above written.

WILLIAM OLIVER, [L. S.]
By his att'y, STEPHEN B. COMSTOCK.
MICHAEL CONNOR. [L. S.]

Witnessed by
BAXTER BOWMAN,
C. J. KEELER, Jr.

Duplicate.

Endorsed as follows:

Received, Port Lawrence, July eighteenth, eighteen hundred and thirty-four, thirty-seven dollars and fifty cents, the first payment on the within agreement.

WILLIAM OLIVER,
By STEPHEN B. COMSTOCK, *his Att'y.*

Received, Toledo, October 20, 1835, on the within agreement, forty-five $\frac{37}{100}$ dollars, being the second instalment on the same.

ANDREW PALMER,
For WILLIAM OLIVER.

Received, November 18, 1836, on the within agreement, forty-two dollars in full, of 3d instalment.

WILL. OLIVER,
*May* 1, 1838. By A. PALMER.

Received on the within agreement forty-four dollars and $\frac{49}{100}$ cts. Gave receipt agreeing to procure deed.

BEN. S. BROWN, *Agent.*

"To be deeded, and duplicate taken up."

*Agreement.—Oliver and M. Connor.*

An agreement made the eighteenth day of July, 1834, between William Oliver, of Cincinnati, Ohio, by Stephen B. Comstock, of Port Lawrence, Michigan Territory, his attorney, and Michael Connor, of Erie, Pa., witnesseth:

William Oliver, in consideration of the payments hereinafter mentioned, agrees to sell and convey by warrantee deed to Michael Connor, by the eighteenth day of July, eighteen hundred and thirty-eight, town lot No. two hundred and thirty-six; said lot situated in the town of Port Lawrence, county of Monroe, and Michigan Territory, reference being made to the recorded plat of said town. Michael Connor, in consideration of the above, binds himself to pay William Oliver the sum of one hundred and fifty dollars, with interest annually, as follows, to wit: the sum of thirty-seven and $\frac{50}{100}$ dollars on the sealing of this agreement; and thirty-seven and $\frac{50}{100}$ dollars the eighteenth day of July, 1835; and thirty-seven and $\frac{50}{100}$ dollars the eighteenth day of July, 1836; and the sum of thirty-seven $\frac{50}{100}$ dollars the eighteenth day of July, 1837; together with interest annually on so much of said one hundred and fifty dollars as shall be unpaid, eighteenth ———.

Signed and sealed at Port Lawrence, date above written.

WILLIAM OLIVER, [L. S.]
By his att'y, STEPHEN B. COMSTOCK.
MICHAEL CONNOR, [L. S.]

Witnessed by
BAXTER BOWMAN,
C. J. KEELER, JR.

Endorsed as follows:

Received, Port Lawrence, July eighteenth, 1834, thirty-seven dollars, fifty cents, first payment on the within agreement.

WILLIAM OLIVER,
Per STEPHEN B. COMSTOCK, *his Att'y.*

Received, Toledo, October 20, 1835, on the within agreement, forty-five $\frac{37}{100}$ dollars, being the second instalment or payment.

ANDREW PALMER.

Received of Captain Michael Connor forty-four dollars and forty-nine cents, in full of fourth instalment for lot No. 236, Port Lawrence, and will procure deed agreeable to contract.

BENJ. S. BROWN,
*Agent for Port Lawrence Company.*

*May* 1, 1838.

[REC. XCV, J. T. 1843.]—81

*Agreement—Oliver and Humphrey.*

Memorandum of an agreement made this twenty-second day of July, in the year eighteen hundred and thirty-four, between William Oliver, of Cincinnati, Ohio, by Stephen B. Comstock, of Port Lawrence, Michigan Territory, his attorney, of the first part, and Lewis S. Humphrey, of Monroe, and Territory aforesaid, of the second part, witnesseth:

That the said party of the first part, for and in consideration of the conditions hereinafter mentioned and contained, to be observed and fulfilled by the said party of the second part, hereby agrees to sell and convey, by good and sufficient deed, to the said party of the second part, by the twentieth day of October, in the year eighteen hundred and thirty-four, town lot No. three, situated in the town of Port Lawrence, county of Monroe, and Territory of Michigan, reference being made to the recorded plat of said town.

The said party of the second part, in consideration of the above, hereby agrees, within ninety days from the date hereof, to build a wharf on the lot above mentioned, and to pay the said party of the *second* part the sum of fifty-two dollars on demand.

In witness whereof, the said parties have hereunto set their hands and seals, the day and year first above written.

WILLIAM OLIVER, [L. S.]
By STEPHEN B. COMSTOCK, *his Att'y.*
L. S. HUMPHREY. [L. S.]

In presence of
H. S. PLATT.

Received, Port Lawrence, July twenty-second, 1834, on the within agreement, fifty-two dollars.

WILLIAM OLIVER,
By S. B. COMSTOCK, *his Att'y.*

*Agreement—Oliver and Humphrey.*

Memorandum of an agreement made this twenty-second day of July, in the year eighteen hundred and thirty-four, between William Oliver, of Cincinnati, Ohio, by Stephen B. Comstock, of Port Lawrence, Michigan Territory, his attorney, of the first part, and Levi S. Humphrey, of Monroe, and Territory aforesaid, of the second part, witnesseth:

That the said party of the first part, *of* and in consideration of the conditions hereinafter mentioned and contained, to be observed and fulfilled by the said party of the second part, agrees to sell and convey, by good and sufficient deed, to the said party of the second part, by twentieth day of October, in the year eighteen hundred and thirty-four, town lot No. three, situated in the town of Port Lawrence, county of Monroe, and Territory of Michigan, reference being made to the recorded plat of said town.

The said party of the second part, in consideration of the above, hereby agrees, within ninety days from the date hereof, to build a wharf on the lot above mentioned, and to pay the said party of the *second* part fifty-two dollars on demand.

In witness whereof, the said parties have hereunto set their hands and seals, the day and year first above written.

WILLIAM OLIVER, [L. S.]
By STEPHEN B. COMSTOCK, *his Att'y.*
L. S. HUMPHREY, [L. S.]

In presence of
H. S. PLATT.

Endorsed as follows: Received, Port Lawrence, July twenty-second, 1834, on the within agreement, fifty-two dollars.

WILLIAM OLIVER,
By S. B. COMSTOCK, *his Att'y.*

One-half of within purchase belongs to D. B. Miller.

L. S. HUMPHREY.

*July* 23, 1824.

I hereby assign my interest to Dr. G. W. Card, or his assigns, to the within bond, and request William Oliver to deed to said Card, or his assigns, as within stipulated.

L. S. HUMPHREY.

MONROE, *June* 29, 1836.

Witness: D. B. MILLER.

WILLOUGHBY, *July* 19, 1836.

I hereby assign all my interest to the within bond to Henry Rowland, of the city of New York.

G. W. CARD.

*April* 30, 1838.

Received of Benj. S. Brown, a deed from Wm. Oliver, in full compliance with the within agreement.

G. W. CARD.

*Agreement—Oliver and R. Foster.*

Memorandum of an agreement made this thirtieth day of June, in the year eighteen hundred and thirty-four, between William Oliver, of Cincinnati, Ohio, by Stephen B. Comstock, of Port Lawrence, Michigan Territory, his attorney, of the first part, and Richard Foster, of the latter place, of the second part, witnesseth:

That the said party of the first part, for and in consideration of the conditions hereinafter mentioned and contained, hereby agrees to sell and convey, by good and sufficient deed, to the said party of the second part, by the first day of July, in the year eighteen hundred and thirty-five, town lot No. two hundred and seventy-three,

situated in the town of Port Lawrence, county of Monroe, and Michigan Territory.

In consideration of the above, the said party of the second part hereby agrees to pay the said party of the first part, the sum of thirty dollars, with interest, by the first day of July, in the year eighteen hundred and thirty-five.

In testimony whereof, the said parties have hereunto set their hands and seals, the day and year first above written.

WILLIAM OLIVER, [L. S.]
By STEPHEN B. COMSTOCK.
RICH'D FOSTER. [L. S.]

In presence of
DANIEL WASHBURN,
JACOB CLARK.

Endorsed as follows:

TOLEDO, *July* 1, 1836.

Received the within consideration of $30, with interest.

A. PALMER,
For WILL. OLIVER.

*Agreement—Oliver and R. Foster.*

Memorandum of an agreement made this thirtieth day of June, in the year eighteen hundred and thirty-four, between William Oliver, of Cincinnati, Ohio, by Stephen B. Comstock, of Port Lawrence, county of Monroe, and Michigan Territory, his attorney, of the first part, and Richard Foster, of the latter place, of the second part, witnesseth:

That the said party of the first part, for and in consideration of the conditions hereinafter mentioned and contained, hereby agrees to sell and convey, by good and sufficient deed, to the said party of the second part, by the first day of July, in the year eighteen hundred and thirty-five, town lot No. two hundred and seventy-three, situated in the town of Port Lawrence, county of Monroe, and Michigan Territory.

In consideration of the above, the said party of the second part hereby agrees to pay the said party of the first part, the sum of thirty dollars, with interest, by the first day of July, in the year eighteen hundred and thirty-five.

In witness whereof, the said parties have hereunto set their hands and seals, the day and year first above written.

WILLIAM OLIVER, [L. S.]
By STEPHEN B. COMSTOCK, *Att'y.*
RICHD. FOSTER. [L. S.]

In presence of
DANIEL WASHBURN,
JACOB CLARK.

Endorsed as follows: Received the within consideration of $30, with interest.

For WILL. OLIVER,
A. PALMER.

*July* 1*st*, 1835.

*Agreement—Oliver and J. W. Miller and H. S. Platt.*

Memorandum of an agreement made this twenty-second day of July, in the year eighteen hundred and thirty-four, between William Oliver, of Cincinnati, Ohio, by Stephen B. Comstock, of Port Lawrence, county of Monroe, and Michigan Territory, his attorney, of the first part, and Henry S. Platt and John W. Miller, of the county of Monroe, of the second part, witnesseth:

That the said party of the first part, for and in consideration of the conditions hereinafter mentioned and contained, to be observed and fulfilled by the said party of the second part, hereby agrees to sell and convey, by a good and sufficient deed or deeds, to the said parties of the second part, by the first day of January, in the year eighteen hundred and thirty-five, town lot No. four, and town lot No. twenty-nine, situated in the town of Port Lawrence, county of Monroe, and Michigan Territory—reference being made to the recorded plat of said town.

The said parties of the second part, in consideration of the above, hereby agree, by the first day of December next, to build a wharf on said lot No. four, and to erect, build, and finish, by the first day of December next, a building on town lot No. four above mentioned twenty-two feet wide, thirty-six feet long, and two stories high. And also further agree to pay the said party of the first part, the sum of one hundred and five and $\frac{75}{100}$ dollars, by the first day of January, in the year eighteen hundred and thirty-five.

In witness whereof, the said parties have hereunto set their hands and seals the day and year first above written.

WILLIAM OLIVER, [SEAL.]
By STEPHEN B. COMSTOCK, *his Att'y.*
HENRY S. PLATT, [SEAL.]
JOHN W. MILLER. [SEAL.]

In presence of—

By an arrangement of this date, Messrs. Platt & Miller relinquish in-lot numbered twenty-nine to original proprietors, for one hundred dollars, and in consideration are released from making any improvements beyond completing the wharf; and are entitled to receive a title for in-lot No. four, bounding on Swan creek.

WILL. OLIVER.

PORT LAWRENCE, *October* 30, 1834.

Endorsed as follows:

Received, Port Lawrence, July 2, 1834, payment in full on the within agreement.

WILLIAM OLIVER,
By STEPHEN B. COMSTOCK.

We hereby assign all our right and interest to the within article of agreement, and bind ourselves and heirs, that a good and sufficient title shall be made to G. W. Card, of Chagrin, Ohio, and in consideration have received of said Card fifteen hundred dollars.

PLATT & MILLER.

TOLEDO, *June* 27, 1835.

The payment of the fifteen hundred dollars was in drafts on J. T. Hudson and Rogers, Jones & Co.

For value received, I do hereby sell, transfer, and set over to Henry Rowland, his executors, administrators, and assigns, one equal undivided half of the within article and the lands mentioned therein; the other half of the same being the property of John T. Hudson.

G. W. CARD.

BUFFALO, *July* 21, 1836.

April 30, 1838, received of Benjamin S. Brown deed from Wm. Oliver and wife to me, for lot No. four, as within stipulated.

G. W. CARD.

*Agreement—Oliver and Hartwell.*

Article of agreement made this eighth day of July, in the year one thousand eight hundred and thirty-five, between William Oliver, of the city of Cincinnati, of the first part, and Oliver Hartwell, of Circleville, Ohio, of the second part, witnesseth:

That the said party of the first part, for and in consideration of the sum of fifteen hundred dollars, in hand paid by the said party of the second part, as follows, to wit: seven hundred and fifty dollars before the signing and sealing of these presents; three hundred and seventy-five dollars on the eighth day of January, eighteen hundred and thirty-six; three hundred and seventy-five dollars on the eighth day of July, eighteen hundred and thirty-six; the said party of the first part covenants and agrees with the party of the second part, that he will sell and convey, by good and sufficient deed, to the party of the second part, all those certain pieces or parcels of land situate, lying, and being, in the town of Port Lawrence, and known and distinguished as town lots Nos. one hundred and forty (140) and twenty-eight (28), according to a map or plat made by Seneca Allen, surveyor, and on record in the recorder's office at Monroe, Michigan Territory. And the party of the second part covenants and agrees to pay to the party of the first part said sum of money in manner and time aforesaid, which are hereby declared to be a condition precedent to the execution of a deed by the party of the first part; and in case of failure on the part of the party of the second part to fulfil this contract in each and every payment and conditions above mentioned, then this contract to be void at the election of the party of the first part.

In witness whereof, the parties have hereunto set their hands and seals the day and year first above written.

WILLIAM OLIVER, [L. S.]
By ANDREW PALMER, *his agent.*
OLIVER HARTWELL. [L. S.]

Sealed and delivered in the presence of
PLATT CARD,
J. HEADLEY, jr.

Deeded to Oliver Hartwell, July 19, 1836.

A. PALMER.

Endorsed as follows:

Received the first instalment on the within article for seven hundred and fifty dollars; also two notes of hand, bearing even date herewith, for three hundred and seventy-five dollars each, and payable on the eighth day of January, 1836, and the eighth day of July, 1836.

WILLIAM OLIVER,
By ANDREW PALMER.

Received the 2d instalment on within agreement, being a certificate of deposite, in Clinton Bank for three hundred and seventy-five dollars.

WILL. OLIVER,
By A. PALMER.

Received last instalment on within contract, being certificate of deposite in Clinton Bank, Columbus, for $375.

WILL. OLIVER,
By ANDREW PALMER, *Ag't.*

TOLEDO, *July* 6, 1836.

$375. TOLEDO, *July 8th*, 1835.

Six months from date, for value received, I promise to pay William Oliver, or bearer, three hundred and seventy-five dollars.

OLIVER HARTWELL.

July 8, 1836, received $375.

$375. TOLEDO, *July 8th*, 1835.

Twelve months from date, for value received, I promise to pay William Oliver, or bearer, three hundred and seventy-five dollars.

OLIVER HARTWELL.

July 6, 1836, received the within $375 00.

*Agreement—Oliver and Stephen Thorn, assignee of Platt Card.*

Article of agreement made this twenty-ninth day of June, A. D. eighteen hundred and thirty-five, between William Oliver, of Cincinnati, Ohio, of the first part, and Stephen Thorn, assignee of Platt Card, of Utica, Oneida county, New York, of the second part, as follows, to wit:

The party of the first [part] hereby covenants and agrees with the party of the second part, that he will sell and convey in fee, by a

good and sufficient deed, to the party of the second, [part] all those certain pieces or parcels of ground situate, lying, and being, in the town of Toledo, Lucas county, Ohio, known and distinguished as town lots numbered one hundred and seventy-seven and one hundred and twenty-nine, in the Port Lawrence division, agreeable to a map made by Seneca Allen, surveyor, and now on file in the register's office at Monroe, Michigan, upon the payment by the party of the second part to the party of the first part [of] the sum of four hundred dollars, with interest annually, and all taxes that shall be assessed upon the premises, in manner following, to wit: two hundred dollars on the twenty-first day of June, A. D. eighteen hundred and thirty-six, with interest *with interest* from the twenty-first day of June, A. D. 1835, and two hundred dollars on the twenty-first day of June, A. D. 1837, with interest annually, computed from the twenty-first day of June, A. D. 1835. And the said party of the second part agrees to pay the party of the first part said sums of money, in manner and time aforesaid, with the interest as aforesaid, which payments are hereby declared to be a condition precedent to the execution of a deed by the party of the first part; and in case of failure on the part of the party of the second part to fulfil this contract in the payments above mentioned, then this contract to be void at the election of the party of the first part.

In witness whereof, the parties have hereunto set their hands and seals.

WILL. OLIVER, [SEAL.]
STEPHEN THORN. [SEAL.]

Sealed and delivered in presence of
E. W. CLARK.

The words "assignee of Platt Card, and nine," interlined before delivery.

W. O.

In consideration of one dollar, to me in hand paid by Samuel S. Thorn and George Curtis, of Utica, I do hereby sell, assign, transfer, and make over to the said Samuel S. Thorn and George Curtis, their heirs and assigns, all my right, title, interest, property, and claim, of, in, and to, one equal undivided half part of the premises within described; to have and to hold the one equal undivided half part of said premises within described, to the said Samuel S. Thorn and George Curtis, their heirs and assigns, forever.

In witness whereof, I have hereunto set my hand and seal this 31st day of May, 1836.

STEPHEN THORN. [L. S.]

In consideration of the sum of one dollar, to me in hand paid by Thomas H. Hubbard, of Utica, I do hereby sell, assign, transfer, and make over to the said Thomas H. Hubbard, his heirs and assigns, all my right, title, interest, property, or claim, of, in, and to

the one equal undivided half part of the premises within described; to have and to hold the said one equal undivided half part of said within described premises, to the said Thomas H. Hubbard, his heirs and assigns, forever.

In witness whereof, I have hereunto set my hand and seal this 31st day of May, 1836.

STEPHEN THORN. [L. S.]

The lots Nos. 127 and 129, on Summit street, are 40 feet front and 114 feet deep each, for which Mr. Stephen Thorn paid, and is to pay, me twelve hundred and eighty dollars.

PLATT CARD.

TOLEDO, *June* 29, 1835.

Endorsed as follows:

Received, June 22d, 1836, of Stephen Thorn, two hundred [and] twenty-eight dollars, being the first instalment due on the within contract.

WILL. OLIVER,
By ANDREW PALMER, *Agt.*

Received, June 22, 1837, from Th. H. Hubbard, esq., a certificate of deposite in Utica Bank for $214, in full payment of within contract.

WILLIAM OLIVER,
By A. PALMER, *Agent.*

"Contract transmitted by purchasers."

$200. TOLEDO, *June 21st*, 1835.

Two years from date, for value received, I promise to pay William Oliver or order, two hundred dollars with annual interest.

STEPHEN THORN.

*Agreement.—Oliver and Platt and Miller.*

Memorandum of an agreement, made this twenty-second day of July, in the year eighteen hundred and thirty-four, between William Oliver, of Cincinnati, Ohio, by Stephen B. Comstock, of Port Lawrence, county of Monroe, Michigan Territory, his attorney, of the first part, and Henry S. Platt and John W. Miller, of Monroe, of the second part, witnesseth:

That the said party of the first part, for and in consideration of the conditions hereinafter mentioned and contained, to be observed and fulfilled by the said party of the second part, hereby agrees to sell and convey, by good and sufficient deed or deeds, to the said parties of the second part, by the first day of January in the year eighteen hundred and thirty-five, town lot No. four, and town lot No. twenty-nine, situated in the town of Port Lawrence, county of Monroe, in the Territory of Michigan, reference being [made] to the recorded plat of said town. The said party of the second part, in

consideration of the above, hereby agrees by the first day of December next, to build a wharf on said lot No. four, and to erect, build, and finish, by the first day of December next, a building on town lot No. four above mentioned, twenty-two feet wide, thirty-six feet long, and two stories high; and also, further agrees to pay the said party of the first part, the sum of one hundred and five $\frac{75}{100}$ dollars, by the first day of January, in the year eighteen hundred and thirty-five.

In witness whereof, the said parties have hereunto set their hands and seals, the day and year first above written.

WILLIAM OLIVER, [SEAL.]
By STEPHEN B. COMSTOCK, *his Att'y.*
HENRY S. PLATT, [SEAL.]
JOHN W. MILLER. [SEAL.]

By an arrangement of this date, Messrs. Platt and Miller relinquish town lot No. twenty-nine to the original proprietors for one hundred dollars; and, in consideration, are released from making any improvement beyond completing the wharf, and are entitled to receive a deed for town lot No. four, when said wharf is completed. *Oct.* 30, 1834.

Endorsed as follows:

Received, Port Lawrence, July 24, 1834, payment in full on the within agreement.

WILLIAM OLIVER,
By STEPHEN B. COMSTOCK.

Received, Port Lawrence, Oct. 31, 1834, of Stephen B. Comstock, one hundred dollars.

PLATT & MILLER.

*Agreement.—Oliver and Platt Card.*

Memorandum of an agreement, made this twelfth day of July, in the year eighteen hundred and thirty-four, between William Oliver, of Cincinnati, Ohio, by Stephen B. Comstock, of Port Lawrence, Michigan Territory, his attorney, of the first part, and Platt Card, of the latter place, of the second part, witnesseth:

That the said party of the first part, for and in consideration of the conditions hereinafter mentioned and contained, hereby agrees to sell and convey, by good and sufficient deed, to the said *said* party of the second part, by the twelfth day of July, in the year eighteen hundred and thirty-seven, town lot No. three hundred and thirty-four, situated in the town of Port Lawrence, county of Monroe, and Territory of Michigan, reference being made to the recorded plat of said town.

The said party of the second part, in consideration of the above, hereby agrees to build and finish, in manner suitable to be occupied, a dwelling-house on lot above described, sixteen feet wide

thirty feet long, and one and a half stories high, by the twelfth day of March next; and also further agrees to pay the said party of the first part, the sum of one hundred ten and $\frac{10}{100}$ dollars, as follows, to wit: the sum of $25 on or before the sealing of these presents; and the sum of $30 25, by the 12th day of July, in the year 1835; and the sum of $28 10, by the 12th day of July, in the year 1836, and the sum of $26 35, by the 12th day of July, in the year 1837; the said party of the second part giving to the party of the first part three notes for the three last payments above mentioned.

In witness whereof, the said parties have hereunto set their hands and seals, the day and year first above written.

WILLIAM OLIVER, [SEAL.]
By STEPHEN B. COMSTOCK, *Att'y.*
PLATT CARD. [SEAL.]

In presence of
HENRY W. GOETTEL,
A. B. RYNE.

In consideration of Mr. Keeler having erected a better house than bound to by agreement, and for the further consideration of his usefulness as a ship-builder in Toledo, the proprietors waive the non-fulfilment within the time; but that this shall not be construed to the prejudice of proprietors in any other contract.

Due $89 90. WILL. OLIVER.
*May* 11, 1837.

Endorsed as follows:

Received on the within agreement twenty-five dollars, Port Lawrence, July 12th, 1834.

WILLIAM OLIVER,
Per S. B. COMSTOCK.

I hereby assign all my right, title, and interest to the within described lot, unto Peter Palmer, his heirs and assigns forever; he, the said Palmer, assuming all the liabilities herein contained.

MANHATTAN, *February* 16, 1836. PLATT CARD.

For and in consideration of one hundred and fifty dollars, to me in hand paid, I assign all of my right, title, and interest in the within contract, with all the appurtenances, to *Two* Stickney, his heirs and assigns forever.

PETER PALMER.

In presence of
J. HOADLEY, Jr.

For value received, I hereby assign and set over to Charles G. Keeler, all of my right, title, and interest in the within contract.

T. STICKNEY.

MANHATTAN, *May* 10*th*, 1837.

*Agreement.—Oliver and Platt Card.*

Memorandum of an agreement, made this twelfth day of July, in the year eighteen hundred and thirty-four, between William Oliver, of Cincinnati, Ohio, by Stephen B. Comstock, of Port Lawrence, and Territory of Michigan, his attorney, of the first part, and Platt Card, of the latter place, of the second part, witnesseth:

That the said party of the first part, for and in consideration of the conditions hereinafter mentioned and contained, hereby agrees to sell and convey, by good and sufficient deed, to the said party of the second part, by the twelfth day of July, in the year eighteen hundred and thirty-seven, town lot No. three hundred and thirty-four, situated in the town of Port Lawrence, county of Monroe, and Territory of Michigan; reference being had to the recorded plat of said town.

The said party of the second part, in consideration of the above, hereby agrees to build and finish, in manner suitable to be occupied, by the twelfth day of March next, a dwelling-house, sixteen feet wide, thirty feet long, and one and a half stories high; and also further agrees to pay the said party of the first part, the sum of one hundred ten and $\frac{10}{100}$ dollars, as follows to wit: the sum of twenty-five dollars on or before the sealing of these presents; and the sum of thirty and $\frac{25}{100}$ dollars by the twelfth day of July, in the year eighteen hundred and thirty-five; and the sum of twenty-eight $\frac{50}{100}$ dollars, by the 12th day of July, in the year eighteen hundred and thirty-six; and the sum of twenty-six $\frac{25}{100}$ dollars, by the twelfth day of July, *in the year eighteen* ——, *day of July*, in the year eighteen hundred and thirty-seven; the said party of the second part giving, to the party of the first part, notes for the three last payments above mentioned.

In witness whereof, the said parties have hereunto set their hands and seals, the day and year first above written.

WILLIAM OLIVER, [SEAL.]
By STEPHEN B. COMSTOCK, *Att'y.*
PLATT CARD. [SEAL.]

In presence of
HENRY W. GOETTEL,
A. B. RYNE.

Endorsed as follows:

Received, on the within agreement, twenty-five dollars. Port Lawrence, July 12, 1834.

WILLIAM OLIVER,
By S. B. COMSTOCK.

*Platt Card's Note.*—$770 $\frac{40}{100}$.—*July* 7, 1834.

[No. four. $770 40.]

Three years from date, for value received, I promise to pay William Oliver, or his order, seven hundred seventy $\frac{40}{100}$ dollars. Port Lawrence, July 7th, 1834.

PLATT CARD.

*P. Card's Bond.*

Know all men by these presents, that I, Platt Card, of Toledo, am held and firmly bound by these presents, in the sum of two thousand dollars, unto William Oliver, his heirs or assigns, for the several proprietors of the Port Lawrence town plat, the full value of which I hereby acknowledge to have received from the said Oliver, for and in consideration of my having been released from making a certain improvement on a water lot bought of said Oliver on the 7th day of July, 1834, according to the stipulations of a certain contract, bearing date upon that day.

The conditions of the above obligations are such, that if the said Platt Card shall, within four months from the date hereof, erect and complete any given number of dwellings, stores, or shops, of a corresponding value with the improvements contemplated to be made in the above cited contract, deducting three hundred and fifty dollars for an improvement already made, then and in that case this bond to [be] void, otherwise in full force and effect.

Signed this 4th day of July, 1835.

PLATT CARD.

In presence of

P. PALMER,
J. HOADLEY, Jr.

*Agreement—P. Card and W. H. Chapman.*

Article of agreement, made the fourth day of July, year of our Lord 1835, between Platt Card, of the town of Toledo, county of Lucas, State of Ohio, of the first part, and William H. Chapman, of the city of New York, of the second part, as follows, to wit:

The party of the first part hereby covenants and agrees with the party of the second part, that he will sell and convey, in fee, by good and sufficient deed, to the party of the second part, all that certain piece or parcel of land, situate, lying, and being in the town of Toledo, county of Lucas, State of Ohio, known and designated as town lot No. 27, agreeable to a map made by Seneca Allen, surveyor, and now on file in the register's office for the county, being in the Port Lawrence part of Toledo, upon the payment, by the party of the second part to the party of the first part, [of] the sum of nine hundred and eighty dollars, as follows: three hundred dollars cash in hand this day, three hundred and forty one year from date, with interest, and the remainder three hundred and forty dollars in two years from date, with interest, and the

In witness whereof, the parties have hereunto set their hands and seals, the day and year of our Lord above written. *By W. H. C. and copy.*

PLATT CARD,
Per W. H. CHAPMAN.

Witness is HIRAM MORGAN.

Received three hundred dollars the fourth day of July, as acknowledged above within contract, Toledo town.

(Signed) P. C.

*Agreement—P. Card and S. B. Comstock.*

Article of agreement, made this twentieth day of October, in the year one thousand eight hundred and thirty-five, between Platt Card, of Toledo, Lucas county, Ohio, of the first part, and Stephen B. Comstock, of the same place, of the second part, witnesseth:

That the said party of the first part, for and in consideration of the sum of sixteen hundred and eighty dollars, to be paid by the said party of the second part, as follows, to wit: one thousand and eighty dollars to be paid on or before the execution of this contract, the receipt of which is hereby acknowledged and confessed, and three hundred dollars, with interest, the twenty-sixth day of June, 1836, and the further sum of three hundred dollars, with interest, the twenty-sixth day of June, 1837, the said party of the first part covenants and agrees with the party of the second part, that he will sell and convey, by good and sufficient deed, to the party of the second part, all that certain piece or parcel of land, situate, lying, and being in the town of Toledo, Port Lawrence division, Lucas county, State of Ohio, to wit, town lot No. two hundred and ten, at the corner of Monroe and Huron streets, fronting one hundred and twenty feet on each of said streets. And the party of the second part covenants and agrees to pay to the party of the first part said sum of money, in manner and time aforesaid, with the interest and conditions aforesaid, which are hereby declared to be a condition precedent to the execution of a deed by the party of the first part; and in case of failure on the part of the party of the second part to fulfil this contract, in each and every payment and conditions above mentioned, then this contract to be void, at the election of the party of the first part.

In witness whereof, the parties have hereunto set their hands and seals, the day and year first above written.

PLATT CARD, [L. S.]
STEPHEN B. COMSTOCK. [L. S.]

Sealed and delivered in presence of

———— ————.

Endorsed as follows:

Received three hundred and fourteen dollars, being the amount of the payment of three hundred dollars due June 26th, 1836, and the interest. PLATT CARD.

TOLEDO, *June 27th*, 1836.

*Agreement—P. Card and S. B. Comstock.*

Article of agreement, made this twenty-sixth day of October, in the year one thousand eight hundred and thirty-five, between Platt Card, of Toledo, Lucas county, Ohio, of the first part, and Stephen B. Comstock, of the same place, of the second part, witnesseth:

That the said party of the first part, for and in consideration of the sum of sixteen hundred and eighty dollars, to be paid by the said party of the second part as follows, to wit: one thousand and eighty dollars, to be paid on or before the execution of this contract, the receipt of which is hereby acknowledged and confessed, and three hundred, with interest, the twenty-sixth day of June, 1835, and three hundred dollars the twenty-sixth day of June, in the year eighteen hundred thirty-seven, with interest, the said party of the first part covenants and agrees with the party of the second part, that he will sell and convey, by good and sufficient deed, to the party of the second part, all that certain piece or parcel of land, situate, lying, and being in the town of Toledo, Port Lawrence division, county of Lucas, and State of Ohio, to wit, town lots Nos. two and ten, at the corner of Monroe and Huron streets, and fronting one hundred and twenty feet on each of said streets. And the party of the second part covenants and agrees to pay to the party of the first part said sum of money, in manner and time aforesaid, with the interest and conditions aforesaid, which are hereby declared to be a condition precedent to the execution of a deed by the party of the first part; and in case of failure on the part of the party of the second part to fulfil this contract, in each and every payment and conditions above mentioned, then this contract to be void, at the election of the party of the first part.

In witness whereof, the parties have hereunto set their hands and seals, the day and year first above written.

PLATT CARD, [L. S.]
STEPHEN B. COMSTOCK. [L. S.]

Sealed and delivered in the presence of

——— ———.

Endorsed as follows:

Received three hundred dollars, and the interest, in full for all but the last mentioned payment, and the interest on the same.

PLATT CARD.

For value received, I hereby sell, transfer, and assign to Richard Mott, all my right, title, interest, and claim, to the within contract.

TOLEDO, *May* 17*th*, 1838. STEPHEN B. COMSTOCK.

Mr. WILLIAM OLIVER:

SIR: Please deed the within lots to Richard Mott, or his order, on the payment of the balance due on the within contract; which is, at this date, three hundred and seventy dollars and fifty cents.

PLATT CARD.

TOLEDO, *September* 23*d*, 1839.

*Agreement—P. Card and M. Morton.*

Article of agreement, made this 11th day of October, in the year one thousand eight hundred and thirty-six, between Platt Card, of Manhattan, Lucas county, Ohio, of the first part, and Mordecai Morton, of Toledo, in said county, of the second part, witnesseth:

That the said party of the first part, for and in consideration of the sum of two thousand two hundred dollars, in hand paid by the said party of the second part, as follows, to wit: five hundred dollars before the signing of this article, the receipt of which the said party of the first part hereby acknowledges, and the residue, seventeen hundred dollars, to be paid in three equal annual instalments of five hundred and fifty-six $\frac{66}{100}$ dollars each, with interest; the first instalment to be paid in one year from this date, the second in two, and the third in three years from date. The said party of the first part covenants and agrees, with the party of the second part, that he will sell and convey, by good and sufficient deed, to the party of the second part, all those certain pieces or parcels of land situate, lying, and being in the town of Port Lawrence, viz: numbers 77 and 233, in the Port Lawrence division of the village of Toledo, as numbered in the recorded plat of said village; and the party of the second part covenants and agrees to pay to the party of the first part said sum of money, in manner and time aforesaid, with the interest and conditions aforesaid, which are hereby declared to be a condition precedent to the execution of a deed by the said party of the first part; and in case of failure, on the part of the party of the second part, to fulfil this contract in each and every payment and condition above mentioned, then this contract to be void, at the election of the party of the first part.

In witness whereof, the parties have hereunto set their hands and seals, the day and year first above written.

PLATT CARD, [L. S.]
MORDECAI MORTON. [L. S.]

Sealed and delivered in the presence of—

Deed delivered and contract cancelled.

JOHN FITCH,
For LEVI SEARS.

Endorsed as follows:

Received fifty dollars, as per S. G. Austin's receipt of this date, April 26th, 1837, to apply on this contract; and also thirty dollars of Junius Flag, July 27th, 1837.

PLATT CARD.

$50 00 receipt.
30 00 cash.

$80 00

For value received, I hereby assign over all my right, title, and interest in the within contract, to Levi Sears, and empower and authorize him to obtain a deed, and do all other things pertaining to the within contract, in as full a manner as I myself could do.

M. MORTON. [L. S.]

Received, Toledo, April 21st, 1837, of Levi Sears, on the within contract, five hundred dollars.

PLATT CARD.

Received, Toledo, October 30th, 1838, of Levi Sears, by the hands of John Fitch, the amount in full on the within contract, due and to become due.

PLATT CARD.

Received, Toledo, October 30th, 1838, of Platt Card, an order on William Oliver for a deed to be made to Levi Sears of the within lots, which is a compliance in full of the within contract.

JOHN FITCH,
For LEVI SEARS.

*P. Card's bond to S. L. Collins & M. L. Collins, for lots* 267 *and* 290.

Know all men by these presents, that I, Platt Card, of the village of Manhattan, county of Lucas, and State of Ohio, am held and firmly bound unto Sandford L. Collins and Morgan L. Collins, of the same county, and State aforesaid, in the full sum of six thousand dollars, lawful money of the United States; for the payment of which sum to be well and truly made unto the said Sanford L. Collins and Morgan L. Collins, their heirs, executors, administrators and assigns, I bind myself, my heirs, executors, administrators and assigns, firmly by these presents. Signed and sealed with my seal, this twentieth day of December, in the year of our Lord one thousand eight hundred and thirty-six.

Now, whereas the above bounden Platt Card has this day sold, and does, by these presents, grant, bargain, sell, remise, release, alien and confirm, and agree to convey, by a good and sufficient warrantee deed, in fee simple, in one year from the date of these presents, unto Sanford L. Collins and Morgan L. Collins, their heirs or assigns, two certain village lots, in the Port Lawrence division of Toledo, known and described, *as* the plat of said Port Lawrence part of Toledo, as lots numbered two hundred and sixty-seven and two hundred and ninety, for the sum of twenty-four hundred dollars, in hand paid by the said Sanford L. Collins and Morgan L. Collins unto the said Platt Card, the receipt whereof (by the said Platt Card) is hereby acknowledged to be in full payment of the above described village lots. Now, therefore, and these presents are upon the express condition, that if the above bounden Platt Card, his heirs or assigns, shall make, or cause to be made, a good and sufficient deed, in fee simple, unto the said Sanford L. Collins

and Morgan L. Collins, their heirs or assigns, of the two above described village lots, within one year from the date of these presents, then this obligation to be null and void, otherwise to be and remain in full force and virtue.

PLATT CARD. [L. S.]

Signed, sealed, and delivered in presence of
JAMES PHELPS,
HORACE THERCHER.

Endorsed as follows:

For a valuable consideration, as well as for the sum of one dollar to us in hand paid by Noah A. Whitney, the receipt whereof we do hereby acknowledge, do grant, bargain, sell, assign, and set over, and convey unto the said Noah A. Whitney, his heirs or assigns, all our right, title, interest in, or claim to, the within bond or article of agreement.

SANFORD L. COLLINS,
MORGAN L. COLLINS,
By S. L. COLLINS.

TREMAINVILLE, *July* 3*d*, 1839.

JANUARY 2*d*, 1840.

Noah A. Whitney, by the hand of S. L. Collins, paid two hundred dollars to Major Oliver, on the within lots, and the same were conveyed to him—deed delivered this day.

This contract not [to] be delivered to Mr. Platt Card until directed by said Whitney or Collins, who have a claim against Card for said $200.

JOHN FITCH.

MR. W. OLIVER:

SIR: I have sold lots number two hundred and ninety and two hundred and sixty-seven, to S. L. and M. L. Collins; they have transferred my article to Noah A. Whitney. I wish you to deed to Noah A. Whitney the said lots, and take up my contract, and it shall satisfy so much of your obligations to deed to me, and shall be endorsed on your contract for said lots. Any amount you are satisfied to receive from Mr. Whitney will be satisfactory to me, as whatever amount they do pay will be money advanced to me, as the lots are paid for, as you will see by their contract.

PLATT CARD.

TOLEDO, *October* 31*st*, 1839.

I hereby assign to E. N. Night the easterly half of lot next to alley, number 16, in the Port Lawrence plat, which W. Oliver will deed to said Night on his paying the amount of a certain note given me by Isaac Street for $160, payable three years after date, 30th March, 1835, with interest from date, which, when paid, is to be applied on original contract on said lot 16.

PLATT CARD.

TOLEDO, *June* 18, 1839.

Take up Card's contract to Street; also request Night to arrange with Fitch.

*J. Street's note.*

$160. TOLEDO, *March 30th*, 1835.

Three years from date, for value received, I promise to pay Platt Card, or order, one hundred and sixty dollars, with interest.

ISAAC STREET.

Endorsed: PLATT CARD.

*James Rawles' notes.*

$1,512 00. TOLEDO, *June* 22, 1835.

Two years from date, I promise to pay to the order of William Oliver, one thousand five hundred and twelve dollars—value received.

JAMES RAWLES.

$1,431 00. TOLEDO, *June* 22, 1835.

Three years from date, I promise to pay to the order of William Oliver, one thousand four hundred and thirty-one dollars—value received.

JAMES RAWLES.

*A. Palmer's note.*

318 Dolls. TOLEDO, *July* 6, 1835.

Three years after date, I promise to pay William Oliver, or order, three hundred and eighteen dollars, for value received.

ANDREW PALMER.

*Memorandum of lots already deeded.*

Statement of lots which are to be deeded by Major Oliver, and the deeds forwarded to Toledo for delivery.—Lots Nos. 17, 18, 24, 23, to be deeded to Platt Card.

Deeded 5th August.—22 to James M. Whitney.
" " 51 to Philo Bennett.
" " 81 and 82 to Mrs. Livonia Simpsons.
" " 273 to Richard Foster.
" " 83 to Calvin Comstock.
" " E. ½ 222 to Platt Card.
" " 88, 20 feet from upper side, 89, lots 406, 407, upper half of 408, to W. P. and W. J. Daniels.
" " Lots No. 3 and 4 to G. W. Card.
" " 117 to Edward Bissell.

Lots 17, 18, 23, and 24, Platt Card purchased of Philo Bennett, who purchased of the company. Lot 22 was bought of the company by George Bennett, and assigned by him to James M. Whit-

ney. No. 51, purchased of the company by George Bennett, and assigned by him to Philo Bennett. The E. ½ of 222 was purchased by Wm. Ritter of the company, and assigned by him to Platt Card.

Deeded July 19, 1836. Lot No. 41, and 20 feet, adjoining off of 42; also lots 40, 37, 38, 39, and 43, to C. S. Keeler, jr. Lots 19 and 84, to C. Comstock. Lots 140 and 28, to O. Hartwell, originally sold to P. Card. No. 53 and 71, to Andrew Palmer, assignee of P. Palmer, assignee of A. Noyes. Steam-mill property and lots No. 219, 226, and 329, to Daniels & Goettel.

TOLEDO, *June* 17, 1839.

*Lownsbury's account for transferring.*

William Oliver to L. S. Lownsbury, DR.

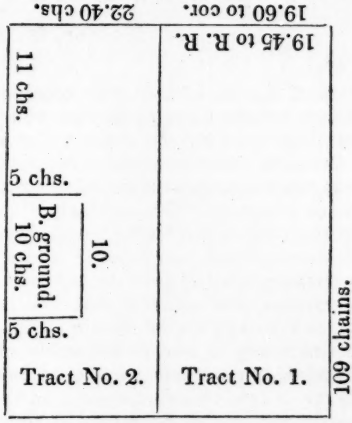
| | | | | | | |
|---|---|---|---|---|---|---|
| 49. | To transferring 5 deeds at $1 | | | - | - | $5 00 |
| 89. | Micajah T. Williams, | 5 | deeds at | $1 | - | 5 00 |
| | Do do | 1 | do | 1 | - | 1 00 |
| 87. | Raymond & Mott, | 5 | do | 1 | - | 5 00 |
| 87. | Philander Raymond, | 1 | do | 1 | - | 1 00 |
| | Richard Mott, | 1 | do | 1 | - | 1 00 |
| 67. | James Myers, | 4 | do | 1 | - | 4 00 |
| 59. | Charles W. Lynde, | 3 | do | 1 | - | 3 00 |
| 85. | Lott Clark, | 5 | do | 1 | - | 5 00 |
| 67. | Charles Butler, | 4 | do | 1 | - | 4 00 |
| 55. | Stephen B. Comstock, | 4 | do | 1 | - | 4 00 |
| 30. | Edward Bissell, | 4 | do | 1 | - | 4 00 |
| 57. | Pratt & Taylor, | 5 | do | 1 | - | 5 00 |
| 39. | Henry W. Hicks, | 5 | do | 1 | - | 5 00 |
| 39. | Robert Hicks, 1 deed at 10 cts. | | | - | - | 10 |
| | | | | | | $52 10 |

Received payment.

L. S. LOWNSBURY, *Co. Auditor.*

TOLEDO, *July* 2, 1836.

*Plat burying ground.*




Field notes of survey for the Port Lawrence Company, commencing on the corner of tract No. 1, on line of section 35; thence south 3° 30 E. 19.60 chains, to corner of 1 and 2; same course, 42, to southwest corner of 2; thence north 86° 30' E. 11 chains, to southwest corner burying ground.

Bearing trees—hickory, 18 in. diam., N. 70 45 E. 46 links. Hickory, 16 in. diam., N. 45 W. 45 links.

N. 86 30 E. 10 chains, to S. E. corner of burying ground; thence bearing trees—W. oak stub, 18 in. diam., N. 45° W. 31 links. W. oak, N. 5° W. 40 links.

N. 3° 30', W. 5 chains, to corner; thence bearing trees—W. oak, 30 in. diam., N. 81° 30' W. 93 links. W. oak, 30 in. diam., N. 19° E. 77 links.

S. 86° 30, W. 10 chains, to corner; thence—bearing trees—W. oak, 18 in. diam., N. 40° E. 25 links. Blk. oak, 20 in., N. 77 15 W. 40 links.

S. 3° 30' E. 5 chains. Begin. (First corner of B. G.)

*The Port Lawrence Company to Wm. H. Davis,* DR.

| | |
|---|---|
| For one and a half days' surveying the above - - | $6 00 |
| To giving copy of field notes and platting the same - | 1 00 |
| | $7 00 |

Received payment, July 2, 1836, (from Palmer by Mr. Hoadley.)
WM. H. DAVIS.

*Copy of a patent for tracts* 1 *and* 2.

MONROE, *5th January*, 1836.

T. H. EWING, esq.

DEAR SIR: Yours of the 1st instant was received by this morning's mail, and I now hasten to comply with your request. In respect to the patent mentioned in your letter, which is as follows, viz: United States of America, to all to whom these presents shall come, greeting: Whereas, under the provisions of the act of Congress, approved on the 13th of January, 1830, entitled, "An act to authorize the exchange of certain lots of land between the University of Michigan Territory and Martin Baum and others," the said University, by an instrument in writing, bearing date the seventh day of February, 1831, did assign, transfer, and convey unto William Oliver, of the city of Cincinnati, as the assignee of Martin Baum, all the title and claim of the said University in and to the tracts or parcels of land, known and designated as river lots numbered one and two, in the United States reserve of twelve miles square, on the Miami of Lake Erie, heretofore selected by the Secretary of the Treasury for the said University, under the provisions of the act of the 20th of May, 1826, entitled, "An act concerning a seminary of learning in the Territory of Michigan;" in consequence of the said William Oliver having, by a deed bearing date on the seventh of February, 1831, assigned, also transferred and conveyed, to the said University of Michigan, the tract of land particularly specified and described in his said deed.

Now know ye, that in consequence thereof, and to carry into effect the intent of the aforesaid act of the 13th January, 1830, there is hereby granted by the United States, unto the said William Oliver, and to his heirs, the before recited tracts, designated as being river lots numbered one and two, in the United States reserve of twelve miles square, on the Miami of Lake Erie; to have and to hold the said tracts, with the appurtenances thereunto belonging, or in any wise appertaining, unto the said William Oliver, and to his heirs and assigns forever.

In testimony whereof, I, Andrew Jackson, President of the
[L. S.] United States of America, have caused these letters to be made patent, and the seal of the General Land Office to be hereunto affixed.

Given under my hand, at the city of Washington, the fourth day of March, in the year of our Lord one thousand eight hundred and thirty-one, and of the independence of the United States the fifty-fifth.

ANDREW JACKSON.

By the President:
ELIJAH HAYWARD,
*Commissioner of the Land Office.*

TERRITORY OF MICHIGAN,
REGISTER'S OFFICE, *Monroe County, ss:*

I, Isaac P. Skinner, register of deeds, &c., for said county, do hereby certify, that the foregoing is an accurate copy of the record of the patent, "United States to William Oliver," in my office.

Given under my hand, at Monroe, the 5th January, A. D. 1836.

I. P. SKINNER.

DEAR SIR: I perhaps owe an apology for not writing in a letter style, but hope you'll excuse me when I say I am surrounded by 3 or 4 who are waiting for their papers. Should you need any further business at my office, please direct, and your request shall be promptly complied with.

Yours, with respect,

I. P. SKINNER.

*Baum's petition to Congress.*—"*Exhibit G.*"

To the honorable the Senate and House of Representatives of the United States in Congress assembled.

Your humble petitioner begs leave to represent to your honorable body, that he (by his agent William Oliver) purchased of the United States, in July, eighteen hundred and seventeen, at the public sale at Wooster, in the State of Ohio, sundry tracts of land, which lie in the United States reservation, on the Miami river of Lake Erie, to wit: tract number one, containing two hundred [and] one and a half acres, at twenty dollars and fifteen cents per acre; and tract number two, containing two hundred acres, at seventy-six dollars and five cents per acre; the purchase money of which amounted to nearly twenty thousand dollars. In the month of August following, your petitioner laid out a town on the said tracts, and sold at auction a number of lots to individuals, to whom he gave title bonds for lawful conveyances. The pressure of the times has put it out of the power of your petitioner to pay for the said tracts at the prices at which they were purchased. And if he could have paid for them, the late law of Congress, reducing the price of the public lands, and other circumstances, have had such a distressing influence on the value of lands of every description, that he could not now obtain a half or a third what he was to pay for those tracts. Anxious to comply with his engagements as far as possible, your petitioner made a formal application in August last, to the register of the land office at Wooster, for a division of those tracts under the provisions of the law of Congress of March last, but was informed that those tracts did not come within the provisions of that law. And had a division been granted, your petitioner would then have been obliged by that law, to have made a deduction of twenty per cent. to those who had purchased of him; and, besides this abatement, he would also have been compelled to have extended a credit to them, for such a length of time as would have deprived him of

the most favorable part of the provisions of that law. Under all these circumstances and difficulties, your petitioner had no choice left—necessity obliged him to surrender those tracts to the United States, which he has accordingly done. If your petitioner was not bound to make titles for the lots sold, or subject to damages, he would remain silent and content; and there being now no other mode or course than the one here taken, by which your petitioner can obtain redress, he prays your honorable body will take his case under consideration, and will either authorize an immediate sale of those two tracts of land, so as to give him an opportunity to repurchase them at a fair price, and thus enable him to fulfil his engagements to those who have purchased of him, or grant him such other relief as you in your wisdom may deem justice and equitable.

And your petitioner will ever, &c., &c.

MARTIN BAUM.

CINCINNATI, 20*th January*, 1822.

*Baum to Oliver—Power of attorney—G.*

Know all men by these presents, that I, Martin Baum, of Cincinnati, in the State of Ohio, for divers good causes and considerations me thereunto moving, have made, constituted, and appointed, and by these presents do make, constitute, and appoint William Oliver, of said place, my true and lawful attorney, for me, and in my name, to sell and dispose of the lots in a town to be laid off at Swan creek, on the Miami of the Lakes, agreeably to a letter of instructions herewith delivered; and to receive payment for the same from the purchasers; and to execute and deliver certificates in the nature of title bonds for the lots by him sold; and to do all lawful acts requisite for effecting the premises; hereby ratifying and confirming all that my said attorney shall lawfully do therein by virtue hereof.

In testimony whereof, I have affixed my hand and seal, this fourteenth day of August, in the year eighteen hundred and seventeen.

MARTIN BAUM. [L. S.]

Signed, sealed, and delivered, in presence of
ANDREW M. BAILEY,
W. R. SCHENCK.

THE STATE OF OHIO, *Hamilton county, ss:*

Before me, John Mahard, a justice of the peace in and for said county, personally appeared Martin Baum, the above named grantor, who acknowledged the above power of attorney to be his voluntary act and deed, for the uses and purposes therein mentioned.

In testimony whereof, I have hereunto set my hand and seal, the [L. S.] 14th day of August, 1817.

JOHN MAHARD.

THE STATE OF OHIO, *Hamilton county:*

I, John S. Gano, clerk of the court of common pleas, within and for the county of Hamilton aforesaid, do hereby certify, that John Mahard, esq., before whom the within and foregoing acknowledgment appears to have been made, is, and was at the time thereof, one of the justices assigned to keep the within and for the county aforesaid, duly elected, commissioned, and sworn into office, and that full faith and credit are due, and ought to be given to all his official acts as such, as well in all courts of record as thereout.

In testimony whereof, I have hereunto set my hand, and affixed [L. S.] the seal of our said court of common pleas, at Cincinnati, this fourteenth day of August, A. D. 1817.

JOHN S. GANO, *Clerk H. C.*

*Letter of Baum to Hon. E. A. Brown.*

CINCINNATI, 25*th December*, 1822.

MY DEAR SIR: You no doubt will recollect of my having stated to you, before you left here, that I intended to petition Congress for relief in the purchase of some lands of the United States. Enclosed you have the petition; and though it is signed by myself only, still others have an interest in it, to wit: Jacob Burnet, William Steele, M. T. Williams, S. R. Miller, John Rowan, of Kentucky; but, for the sake of convenience, all the lands, by the company, were transferred to me. The petition gives a true statement of facts; the grounds why those tracts were surrendered to the United States; the injurious operation of the law of Congress (called the relief law) in this case; and the just claim which (I think) I and my associates have on the Government for redress. You will see by the petition that tract No. 1 cost $20 15, and No. 2 $76 05; that each of them contained—say, 200 acres. You will also see that, although those tracts were purchased at those high prices, and that Congress did shortly afterwards reduce the price of the public lands, still I was willing to retain parts of each tract, and made application to the register at Wooster for a division, but was denied it; then application was made to the General Land Office in the city for a division, and positively refused. You will also observe that, by the provisions of the law of Congress, (generally called the relief law,) if I had retained those lands, I, by that law, would have been obliged to make a deduction of 20 per cent. to those who had purchased lots of me; and besides that abatement, to give them a credit of four years. I had sold lots to a considerable amount, payable in three annual payments, and all was due in 1820; but not a man would pay me, because that law protected them. That law has then, directly and positively, interfered with private contracts between individuals; and had I not given title bonds to those who have purchased lots from me, would not say a word; but the title must be perfected, or damages may accrue. If Congress will

give no other relief than pass a law authorizing those tracts for sale immediately, and thus give me an opportunity to repurchase them at a fair price, this would make my situation better than I now stand; but I hope they will grant me a more favorable condition—a pre-emption, payable some years hence at a moderate price—say 4, 6, or even 10 dollars an acre might suit; tracts adjoining have been purchased by B. F. Stickney at $1 25 [per] acre of equal quality. I solicit your aid in this business, if consistent with your feelings.

Yours, very respectfully,

MARTIN BAUM.

P. S. I have addressed a few lines to Mr. Ross on this subject also, which please hand him; and if he and you will consult with each other on the subject, and then take that course which it may seem best to obtain redress. M. B.

Please let Mr. Ross peruse this letter, so as to put him into possession of the subject. I may write you again, and give additional views. MARTIN BAUM.

Last winter I forwarded the original petitions (of which these now sent are copies) to J. H. Piatt and M. Worthington, of this place, who are also concerned in those lands. What was done with them, know not. Worthington informed me that he had given the one sent to him to J. R. Ross, esq., to lay before Congress. I have here sent duplicates of the same date. M. BAUM.

*Baum's petition to Congress.*

To the honorable the Senate and the House of Representatives of the United States in Congress assembled.

Your humble petitioner begs leave to represent to your honorable body, that he, (by his agent, William Oliver,) purchased of the United States, in July, eighteen hundred and seventeen, at the public sale at Wooster, in the State of Ohio, sundry tracts of land, which lie in the United States reservation on the Miami river of Lake Erie, to wit: tract number one, containing two hundred one and a half acres, at twenty dollars and fifteen cents per acre; and tract number two, containing two hundred acres, at seventy-six dollars and five cents per acre; the purchase money of which, amounted to nearly twenty thousand dollars. In the month of August following, your petitioner laid out a town on the said tracts, and sold at auction a number of lots to individuals, to whom he gave title bonds for lawful conveyances. The pressure of the times has put it out of the power of your petitioner to pay for the said tracts at the prices at which they were purchased, and if he could have paid for them, the late law of Congress reducing the price of public lands, and other circumstances, have had such a depressing influence on the value of lands of every description, that he could not now obtain a half or a third what he was to pay for those tracts.

Anxious to comply with his engagements as far as possible, your petitioner made a formal application in August last to the Register of the Land Office at Wooster for a division of those tracts under the provisions of the law of Congress of March last, but was informed that those tracts did not come within the provisions of that law. And had a division been granted, your petitioner would then have been obliged by that law to have made a deduction of twenty per cent. to those who had purchased of him, and besides this abatement, he would also have been compelled to have extended a credit to them for such a length of time as would have deprived him of the most favorable part of the provisions of that law. Under all these circumstances and difficulties, your petitioner had no choice left. Necessity obliged him to surrender those tracts to the United States, which he has accordingly done. If your petitioner was not bound to make titles for the lots sold, or subject to damages, he would remain silent and content; and there being now no other mode or course than the one here taken, by which your petitioner can obtain redress, he prays your honorable body will take his case under consideration, and will either authorize an immediate sale of those two tracts of land, so as to give him an opportunity to repurchase them at a fair price, and thus enable him to fulfil his engagements to those who have purchased of him, or grant him such other relief as you, in your wisdom, may deem just and equitable. And your petitioner will ever, &c. &c.

MARTIN BAUM.

CINCINNATI, 20*th January*, 1822.

*Oliver's letter to R. Piatt, February* 20, 1823.

CINCINNATI, *February* 3*d*, 1823.

DEAR SIR: I have been anxious to see you in relation to the Port Lawrence business, and was on the eve of setting off yesterday for your house, but have concluded to write requesting the favor of your attention to the matter. In consequence of the company's surrendering the Port Lawrence property, they are liable to purchasers for the money received for lots, and as some of my friends in Detroit were disposed to bear pretty hard on me for advising them to purchase, I authorized Col. Hunt to redeem the certificates of sale from those who had purchased by my advice. The payments made in this way was upwards of $400. Mr. Baum's Company have refunded their proportion, but my claim ($213 07 with from the 10th of last September, 1822,) against yours, is unsatisfied, and as we are at a loss to know the particular interest of the members of your company, I must ask the favor of your stating the present proprietors, and their respective interests in the concern. Please say when it will be convenient for you to arrange your proportion; as also request Mr. Grandon to pay on his share or shares.

Respectfully, your ob't serv't,

R. PIATT, esq. WILL. OLIVER.

*Sandusky Company Account with Baum.*

DR. The Sandusky Company in account with Martin Baum, trustee. CR.

| 1819. | No. Vouch. | | |
|---|---|---|---|
| April 18 | 1 | To paid P. G. Oliver, balance of his account for sundry disbursements (the item $977 25 being embraced in the account rendered. See estimate) - | $434 61¼ |
| 1821. | 2 | To amount paid Gen. Vance for certificate of tract 63, applied the use of company in consolidating - - | 910 01 |
| | 3 | To two-thirds of expense of consolidation, the Port Lawrence Company paying the other third - - | 119 50 |
| | 4 | To this sum credited J. H. Piatt and associates for a surplus of $474 59, remaining of their half of tracts 1 and 2 relinquished, estimated at 50 cts. per dr. - - - - | 237 29½ |
| Mar. 14 | 5 | To paid P. G. Oliver for sundry improvements - - - - | 2,001 20½ |
| 24 | 6 | To paid J. M. Mason for printing memorials relative to seat of justice, Wood county - - - | 5 00 |
| | 7 | To paid W. Oliver arranging acc'ts, &c. | 26 72 |
| | | To balance paid P. G. Oliver - - | 36 87 |
| | | | $3,771 21½ |
| | | To balance due M. Baum - - | $1,190 73 |
| 1821. | | CR. | |
| Oct. 21 | | By so much charged Port Lawrence Company, received of Wm. Oliver for 4 lots in Sandusky, and 1 in Maumee - - - - | 214 35 |
| 1822. | | | |
| Mar. 14 | | By this sum charged Port Lawrence Company, also included in P. G. Oliver's account against this company. See voucher 2 - - - | 49 50 |
| | | By sundry rents, &c. credited by P. G. Oliver - - 1,097 66 | |
| | | 13 lots in Maumee sold, deed *a* 66⅔ - - 866 67 | |
| | | Balance due P. G. Oliver 36 87 | |
| | | | 2,001 20 |

| No. Vouch. | | |
|---|---|---|
| | By this sum erroneously charged in last statement as balance in P. G. Oliver's hands (of estimate) - - - | $78 14 |
| | By so much received of W. Oliver for part of certificate for tract 63, bought of Gen. Vance - - - | |
| | By this sum credited J. H. Piatt and associates, arising from surrender of tracts 1 and 2, per contra - - | 237 29½ |
| | | 2,580 48½ |
| | By balance - - | 1,190 73 |
| | Errors excepted - - | $3,771 21½ |

*Baum's letter to the Hon. E. A. Brown, 6th February*, 1823.

CINCINNATI, *6th February*, 1823.

DEAR SIR: Your polite and friendly favor of the 18th ultimo has come to hand, and the contents are noticed. By it I observe that Mr. Ross had, last session, presented my petition, for which he deserves my thanks, and to you I am also under obligations for your prompt attention to the same business. Knowing that many of the members of Congress have a great reluctance of acting again and again on the subject of lands, I of course have anticipated difficulties in this case of mine; but as it is a ruinous one to me and my associates, and has resulted so from the acts of Congress more than other causes, its to them only I can apply for redress—for their relief law acted on me with a penalty; and besides this, they have interfered with my private contracts, made with those to whom I had sold lots. However, were I not subject to heavy damages in consequence of improvements made on some of those lots, I certainly would not trouble Congress, but as matters stand, I confidently calculate on their justice and magnanimity. Mr. Jacob Burnet, being now in the city, who is interested in those tracts, can, and no doubt will, fully explain all transactions relative to it. I refer you to him for all necessary information relative to the subject. The tracts purchased by myself and associates in that quarter, those retained and relinquished, can be ascertained at the land office in the city. All the tracts stood in my name in order to render it more convenient to sell and convey. At this time have nothing further to add on the subject, nor any thing else entertaining to communicate.

Yours, very respectfully,
MARTIN BAUM.

To the hon'ble E. A. BROWN.

*W. C. Schenck's letter to J. H. Piatt, 4th July, 1818.*

FRANKLIN, *4th July*, 1818.

DEAR SIR: If it is thought proper that, after obtaining the plat of Port Lawrence, Major Oliver and myself should, for the purpose of division, draw such lines as will, as near as may be, form an equitable division, to be drawn for by lot, I will attend to it here, if the major can come up with the plat. My present impression is, that a division into 4 parts will be most equitable, and 2 drawings. The only objection to this may be, that neither of your company have a correct knowledge of the lots; any further division than of the lots already laid off will, I consider, be impracticable, previous to an actual view and survey, which may be made immediately, each party sending a commissioner for that purpose, who may be authorized to divide into 2 or 4 parts, to be drawn for; and to do away all difficulty, the persons chosen by each party to draw and choose, may be disinterested and know nothing of the lots or land. I am clearly in favor of a division of the whole property, and the sooner the better for your company, as they are, for obvious reasons, most interested in having it done. Great advantage would result, if previous to dividing the out-lands the roads to Sandusky and Detroit could be established, so that the lots might be bounded on those roads. Are you not acquainted with Colonel Anderson, (of engineers,) who has the charge of opening and locating the road from Detroit to the rapids? Perhaps he may be prevailed upon to carry it through Port Lawrence. I have been told that it will not make ½ a mile difference, and that the better situation of the ground will more than balance that. The same persons we employ to divide the lots might run a road from the opposite side of the Maumee from Port Lawrence, to intersect the Sandusky road at some suitable point. The Indian title being so nearly extinguished, we might, I think, venture, and calculate on having it established as a road hereafter. The persons who make the division might be sent from here; there is a Mr. Allen at Meigs, (a surveyor,) who would, I think, be a suitable third person. Hope the division may soon be made, and every obstacle to improvements removed. I am, with regard, yours, &c.

W. C. SCHENCK.

JOHN H. PIATT, esq., *Cincinnati.*

*Letter—Worthington, Piatt, & Worth to R. Piatt*, 1817.

CINCINNATI, *June 30th*, 1817.

DEAR SIR: Agreeably to our arrangements, we herewith send you, by Mr. Demint, *four thousand dollars* in notes of the United States Bank, to make the *first payment* on the lots and lands you may purchase for our mutual benefit at *Fort Meigs* and Sandusky. In making those purchases you must necessarily be governed by your own judgment. You have seen the lands—you have heard

all that can be said on the subject of their value, and from the information you must have obtained, you are the best capable of judging as to the probable settlement of the places and their future prospects. In your selections, it would not, perhaps, be advisable to *confine* yourself to the town lots, the *out-lots, if the land is good,* will probably be the most valuable, and the easiest to dispose of. As to the *prices,* you must judge for yourself; we cannot pretend to limit or instruct you; you must fix a sum in your own mind to which you are willing to go, and to that you must adhere. Our object is to make money—we buy to sell again. *The probable value* of the land 3 or 4 years hence, is what you have to consider and judge of. If, in your opinion, it is run up too high, let *others* purchase; but if you should think great bargains are offered *beyond* the amount of your funds, you are at liberty to draw on us at sight for an additional sum not exceeding 20,000 dollars. Let the certificates of the purchases be made out in our *joint names,* viz., William M. Worthington, Robert Piatt, John H. Piatt, and Gorham A. Worth. We have only to add, that we place great confidence in your judgment and ability—that we wish you good luck in your selections, satisfaction in your purchases, and a safe and speedy return.

W. M. WORTHINGTON,
JOHN H. PIATT,
G. A. WORTH.

P. S. To be *too timid* is as great a misfortune as to be *too rash.*
W.

To Major ROBERT PIATT.

*G. A. Worth, power attorney to W. M. Worthington.*

I, Gorham A. Worth, of the State of New York, do by these presents constitute and appoint my friend William M. Worthington my true and lawful attorney, for me, and in my name, to do and execute all and singular the acts that may be necessary to adjust a fair division of certain lots and lands in and near the town of Port Lawrence, state of Ohio, owned by me, in conjunction with Martin Baum, John H. Piatt, and others; and also, for and in my name, to receive all assignments, deeds, patents, &c., that may be necessary to the completion of my title thereto; and also to sell, assign, and convey, or otherwise to dispose of the same, as to the said Wm. M. Worthington may seem proper, hereby ratifying and confirming whatever he may do in premises. As witness my hand this 29th day of November, 1821.

G. A. WORTH. [SEAL.]

Witness:
SAM. FINDLAY,
ANDREW M. BAILEY.

*B—Letter of Baum to J. H. Piatt's representatives.*

CINCINNATI, 30*th January*, 1824.

DEAR SIR: Enclosed I hand you a statement of the Port Lawrence land speculation, by which you can see how that business stands, to wit: a balance due me by the company upwards of 4,750 dollars, and is daily increasing with interest. Suits have been commenced against me for the restoration of the money which was paid the company for lots, and for the improvements made on them, as well as for damages. I was obliged to borrow money to compromise and quiet those claims, for fear of incurring heavy damages, great expenses, and much trouble, and probable total loss of the company property by sales, or judgments and executions. The lands have consequently been mortgaged for the money borrowed, and unless it is shortly paid, the lands may yet be sold under the mortgage. It is, therefore, necessary that the proprietors pay to me immediately their respective quotas to save their lands from sale. I am very anxious to close this business, and therefore propose that I will exonerate you from paying any more money, if you will sell and convey to me all your interest in these lands. But lest you should think I wish to make a speculation out of you, if you will exonerate me from paying any more, I will sell you my interest in those lands, and will thank you to accept the latter proposition. It is needless to go into explanation as the account will do it, and my proposition will satisfy as to the probable gain. Please inform me soon what course you will take.

Yours, respectfully, MARTIN BAUM.

To J. H. PIATT'S *representatives.*

*Port Lawrence Company in account [with] Baum.*

DR. The Proprietors of Port Lawrence in account with Martin Baum, Agent, CR.

| Date. 1821. | Vouch'rs. | | |
|---|---|---|---|
| July, Aug. and Sep. 1 | 1 | To paid M. T. Williams one-third of expenses of consolidation under relief law - - - | $59 50 |
| Oct. 21 | 2 | " paid Will. Oliver the amount refunded original purchasers for lots in Port Lawrence, Nos. 33, 236, | |
| 1822. | | 37, 222, 131, 132, 296, 127, 128, and 149 - | 221 07 |
| Sept. 10 | 3 | " paid Will. Oliver as above for Nos. 20, 21, 85, 103, 107, 120, 147, 148, 172, 188, 198, 218, 229, | |
| | | 271, 339, 373 - - - - - | 426 04 |
| Mar. 14 | 4 | " paid P. G. Oliver as above, for Nos. 10, 57, 292 - | 49 50 |
| 1823. Jan. 23 | 5 | " " Wm. Wilson for lots Nos. 2, 297, surrendered with improvements - - - - | 200 00 |
| " " | 6 | " " Joseph Tromley, assignee, for lot 171, with improvements - - - - | 100 00 |
| " " | 7 | " " Joseph Prentice, for lot 192, do. - - | 100 00 |
| May 14 | 8 | " " Amos Spafford, assignee, 267 and 324 - | 19 75 |
| " 16 | 9 | " " Moses Wilson, for 150 - - - | 13 50 |
| June 10 | 10 | " " Ds. C. Henderson, 194, with impr'ts. - - | 400 00 |

*Statement.*—Continued.

| Date. | Vouch'rs. | | |
|---|---|---|---|
| August | 11 | To paid B. F. Stickney, M. Baum, and W. Oliver, for 5, 22, 25, 26, 81, 104, 139, 223, 224, 272, 340, 372, 390, 399, 400, with impr'ts. - | $2,727 41½ |
| | 12 | This sum due W. Oliver - - - - | 76 00 |
| | | Int. on $122 04, from 21 Oct., 1821, till 1st Sept., 1823 | 24 64 |
| | | " " 49 50, " 14 Mar., 1822, to " | 4 35 |
| | | " " 426 04, " 10 Sept., " to " | 24 85 |
| | | " " 200 00, " 23 Jan., 1823, to " | 7 26 |
| | | " " 33 75, " 16 May, " to " | 50 |
| | | " " 400 00, " 10 June, " to " | 5 33 |
| | | | $4,459 79 |
| 1823. | | | |
| Sept. 1 | | To balance due Martin Baum - - - | 3,494 79 |
| | | " " " Wm. Oliver on orders to bear int. from 10 Sept. 1822 - - - - - | 280 96 |
| | | | 3,775 75 |
| | 13 | " sundry certificates of sales yet out, on which there is due, exclusive of interest - - - | 705 50 |
| | | | $4,481 25 |
| | | Cr. | |
| 1821. | | | |
| Sept. 18 | | By cash from J. H. Piatt, for M. T. Williams - | 25 00 |
| " " | | " " " W. Steele - - - $20 00 | |
| | | paper, $5 50 worth - - - 3 33 | |
| | | | 23 33 |
| 1823. | | | |
| Jan'y 23 | | " 30 acres of land sold Jos. Tromley, assignee, off tract 86, in payment for lot 171, &c. (see contra) | 100 00 |
| | | " 30 acres do. to Jos. Prentice for same purpose - | 100 00 |
| | | " cash by P. G. Oliver, of Hunt & Forsyth, the 2d inst. on lot 372 - - $20 00 | |
| | | " do. H. J. Hunt, 147, 227 - - 33 25 | |
| | | | 53 25 |

My orders in favor of W. Oliver for the amount refunded purchasers of lots, as per voucher 3, contra, of which orders there has been paid the amount here entered, the balance being due W. Oliver, viz:

| | Unpaid. | Paid. | |
|---|---|---|---|
| J. H. Piatt, associates for one-half | $213 07 | | |
| W. Steele - - - | 67 89 | $71 42 | |
| Jacob Burnet, paid by M. Baum | – | 16 37 | |
| Martin Baum - - - | – | 32 74 | |
| M. T. Williams - - | – | 16 37 | |
| J. Armstrong - - - | – | 8 18 | |
| | | | 145 08 |
| By amt. due W. Oliver - | 280 96 | | 280 96 |

*Statement.*—Continued.

| Date. | Vouch'rs. | | |
|---|---|---|---|
| | | Received of J. H. Piatt & Co., a credit arising from the relinquishment of their half of tracts Nos. 1 and 2, of $474 59, which was applied by the Sandusky Company, and, by arrangement, to be acc'd for in M. E. Co. paper, then worth 40 c. per dollar, but which is now credited *a* 50 c. per dollar, and constitutes a credit to that amt. in favor of J. H. Piatt and associates, on settlement of this acc't with Sandusky Company, to wit: - - - - | $237 29½ |
| | | Balance - - | 3,494 79 |
| | | Errors excepted - | $4,459 70 |

*Bill authorizing exchange [of] Lands.*

20TH CONGRESS, 2D SESSION, H. R. 408, *February* 2, 1829.

Read twice, and ordered to be engrossed and read a third time to-morrow. Mr. Isaacks, from the Committee on the Public Lands, to which was referred certain resolutions of the trustees of the University of Michigan, reported the following bill:

*A Bill*

To authorize the exchange of certain lots of land between the University of Michigan Territory, and Martin Baum and others.

*Be it enacted by the Senate and House of Representatives of the United States of America in Congress assembled*, That the trustees of the University of Michigan be, and they are hereby, authorized to exchange with Martin Baum and others, the tracts designated as river lots numbered one and two in the United States reserve of twelve miles square, on the Miami of Lake Erie, heretofore purchased from the United States, and which, having been relinquished by the said Martin Baum, under the provisions of the act of the second of March, one thousand eight hundred and twenty-one, for the relief of the purchasers of the public lands, were afterwards selected by the Secretary of the Treasury for the said University, under the provisions of the act of the twentieth of May, one thousand eight hundred and twenty-six, entitled "An act concerning a seminary of learning in the Territory of Michigan," for such other lands as may be agreed upon by them; and the President of the United States, upon being advised by the said trustees that such exchange has been made, is hereby authorized and required to issue patents in such manner as may be necessary to carry this act into full effect.

This bill has passed the lower House, and I presume will pass the Senate.

A. E. WING.

*P. Attorney.—G. A. Worth to W. M. Worthington.*

We hereby authorize and empower Wm. M. Worthington, esq., to settle our accounts with all parties concerned, in relation to the Port Lawrence purchase, to divide the property, and make all such arrangements in relation to the land that he may deem necessary and proper. Cincinnati, Aug. 18, 1818.

G. A. WORTH,
J. H. PIATT,
*For himself and Robt. Piatt.*

| | | |
|---|---|---|
| Mr. J. H. Piatt & Co. have to pay Mr. Oliver, as agent, | | $150 00 |
| Deduct this paid - - | | 87 22 |
| | | 62 78 |
| Ditto to pay for writing - | | 1 00 |
| | | $63 78 |

| | | | |
|---|---|---|---|
| 1817, April 5. | To cash - - - | $30 00 | |
| Oct. 6. | To $\frac{1}{8}$ Swan creek purchase - | 428 10 | |
| | | $458 10 | |
| | To 26 months' int. - - | 61 62 | |
| | | $519 72 | |
| | Deduct the above bills for balance - | 30 | |
| | | $489 72 | |

2 *Dec.*, 1819. JOHN H. PIATT.

*Memoranda—Lands relinquished and retained, Wooster, 27th Sep.*, 1821.

LANDS SURRENDERED.

| | | |
|---|---|---|
| Tract No. | 1, amount paid on it - - | $1,015 05½ |
| | 2, " " - - - | 3,802 50 |
| | 10, " " - - - | 82 25 |
| | 12, " " - - - | 51 21 |
| | 13, " " - - - | 74 72¼ |
| | 24, " " - - - | 358 90 |
| | 25, " " - - - | 1,256 50 |
| | 30, " " - - - | 409 48¾ |
| | 35, " " - - - | 424 59¾ |
| | 37, " " - - - | 352 88⅛ |
| | 38, " " - - - | 877 83¾ |
| | 67, " " - - - | 807 32 |
| | 79, " " - - - | 178 60 |
| | 60, " " - - - | 825 00 |
| | 63, " " - - - | 910 01 |
| | 12 quarter-sections - - - | 997 20 |
| Amount paid on lands surrendered - - | | $12,424 07⅓ |
| Amount due on lands retained - - - | | 11,771 24¼ |
| | Surplus credited on No. 11 - - | $652 83¼ |

LANDS NOT SURRENDERED.

| | |
|---|---|
| Frac. 1, township 1, balance due - - - | $2,883 60 |
| Sandusky, No. 10 - - - - | 2,975 58 |
| " 4 - - - - | 2,421 90 |
| Oliver's mill, 36 - - - - | 869 79¾ |
| Swan creek 3 - - - - | 607 35¾ |
| " 4 - - - - | 241 73¼ |
| " 86 - - - - | 373 31¼ |
| " 87 - - - - | 149 96¼ |
| 5 quarter-sections - - - | 1,248 00 |
| | $11,771 24¼ |
| Lands credited 8 years: | |
| Sandusky, No. 11 - - - - - | 2,547 75 |
| Maumee, 23 - - - - - | 1,463 13 |
| | $4,010 88 |
| From which deduct - - - | 652 83¼ |
| Payable 8 years - - - | $3,358 04¾ |

Quarter-section owned with Stewart was also put on the 8 years system. Tendered in due form a relinquishment of all town lots, the sums paid on which to be credited to No. 23, at Maumee, which was not received by the register—his instructions not permitting it. A transfer of title may be made of any of the tracts paid out as above, so that the patent will issue in the name of the transferee, by giving in the transfer a proper description of the tract, with the date of the final certificate, which will be 27th September, 1821, if forwarded to the register at Wooster, in three months from the date of final certificate; the transfer being in due form, and legally authenticated.

M. T. WILLIAMS.

Fees paid—to register $14 75, receiver $13, recorder 75 cts., equal $28 50.

WOOSTER, 27*th September*, 1821.

*Advertising—Albany Gazette—Port Lawrence.*

ALBANY, *October 2d*, 1817.

*Mr. S. W. Olcott, Dr. to office of Albany Gazette & Daily Advertiser.*

1817, Sept. 16th. To advertisement, Port Lawrence, for G. A. Worth, 3½ squares, 1 w. - - - $3 50

Received payment,

WM. L. STONE.
Per A. DRYER.

TERRITORY OF MICHIGAN, *Supreme Court, in Chancery:*

In the case of William Oliver vs. Martin Baum—complainant's solicitors, Lawrence & Lanman.

1825, October 13. Bill filed; security for costs filed; affidavit of non-residence filed; order for publication filed. December 8, continued. 1826, October 23, continued, nisi.

1826, October 26. On motion of complainant, ordered that the continuance entered at this time be stricken off, and that the case be referred to the master to report the amount due complainant, on or before , at 10 o'clock, A. M.

1826, October 27. Upon motion, ordered that the complainant have leave to file an amended or supplemental bill, on or before the first day of February next, provided that he give notice personally, or by publication in Michigan Herald, and in some newspaper printed in Cincinnati, six weeks successively; and that, in the event of the filing of such amended or supplemental bill, and proof thereof, defendant to plead, answer, or demur, on or before the first day of next term; and, in default thereof, the said amended bill, together with the original bill, to be taken pro confesso, notice to be given six weeks previous to next term.

1827, December 7. On motion of Cole, the entry requiring personal notice stricken off, and ordered the bill be taken pro confesso, and be referred to the master for his report. December 8. Copy of order of reference made out for Mr. Cole. Fees 25 cents.

1827, December 31. The master having reported the sum of $2,305 96 to be due complainant, motion by Cole for decree of sale.

1828, January 2. On motion of Cole, ordered that the defendant redeem the mortgaged premises, on or before the first Monday of July next, or that the same be sold at Monroe upon the first Monday of September next, (six weeks' notice in "Sentinel" to be given.)

1828, July 9. Notice for publication given printer.

1828, September 1. Attended sale of mortgaged premises, as directed by decretal order of this court, and struck off the said premises to William Oliver, the complainant, he being the highest bidder, for the sum of $618 56. Copy of decree made out and signed. Fee, 75 cents.

1828, October 10. Costs paid to clerk Winder, to wit, $48 72; paid C. W. Whipple, fees due him on sale, $32 59, per receipt; paid printer's bill to Mr. Cole, per receipt, $6 25; attorney's fees received by Mr. Cole.

1830, February 18. This day paid R. Abbott fee due him for report, two dollars.

Costs taxed.

| | |
|---|---|
| Clerk - - - - | $3 81½ |
| Attorney - - - - | 10 00 |
| Sheriff - - - - | 50 |
| Crier - - - - | 12½ |

| | |
|---|---|
| Master - - - - | 2 00 |
| Printer - - - - | 6 25 |
| Assistant. | |
| Register and sale - - - | 32 59 |
| | $55 27¾ |

I certify the above and foregoing to be a true copy from the record.

Given under my hand and seal aforesaid court, at Detroit, December 28th, 1835.

JNO. WINDER,
*Clerk Sup. Court, M. T.*

*Samuel Perry, administrator of M. Baum, to Mary P. Ewing.*

Whereas Martin Baum, in his life-time, had divers claims for moneys paid and advanced for Jacob Burnet, William Barr, William C. Schenck, William Oliver, Jesse Hunt, and Andrew Mack, and others claiming under them, on account of certain purchases of land lying within the United States reserve of ten-miles square, at the lower rapids of the Sandusky river, and also within the United States reserve of twelve-miles square on the Miami of Lake Erie, the legal title to which lands was in the said Martin Baum at the time of his death, or William Oliver in trust for him, and have descended to his heirs; and the same are in the portion of the real estate of said Baum to be set off and assigned to Mary P. Ewing, wife of Alexander H. Ewing, and one of the heirs of said Baum, with whatever of incumbrances there may be on said lands, and with all claims which may exist against any person on account of the same. Now, therefore, in consideration of the premises, and to more fully effect said agreed partition, I, Samuel Perry, administrator of the estate, &c., of said Martin Baum, have transferred, set over, and assigned to the said Mary P. Ewing, all and singular the claims aforesaid, and do hereby vest in her the full, perfect, free, and absolute right, with the assent of her said husband, of suing for, collecting, receiving, compounding, and discharging said claims, in such manner as to her or her said husband may seem fit, and my release, as such administrator, to use in such manner as may be necessary in any matter touching or growing out of the same; the said Alexander H. Ewing, and Mary P. his wife, being alone responsible for all costs and expenses growing out of any proceedings touching the same, which they may institute or carry on.

In witness whereof, I have hereunto set my hand and seal, this twentieth day of May, 1835.

SAM'L PERRY. [L. S.]

*Martin Baum and Associates in Port Lawrence to Wm. Oliver*, Dr.

| | | | |
|---|---|---|---|
| 1818. | For the following sums expended in the purchase and improving on in-lots No. 223, 224, in Port Lawrence, with interest: | | |
| Mar. 22 | To paid Lewis Laforge, for hauling logs, &c. for warehouse in Nov., 1817, | 15 25 | |
| " | " in March, 1818, - - | 4 00 | |
| " | " John Reed, for flat boat - | 9 00 | |
| | | | $28 25 |
| April 1 } | " paid Ewing & McCorkle, for 3 flat boats | | 20 00 |
| 14 } | " Woolman, for two days' labor, *a* 87½ - | | 1 75 |
| | " Blacksher, for 6 days' labor, (he finding himself,) *a* 1 50 - - - | | 9 00 |
| | " Simon Merald, for 5½ days *a* 87½ - | | 4 81¼ |
| | " William Wilson, for services and money paid out as by bill - - - | | 82 79½ |
| May 14 | " Seth Tucker, for shingles and freight - | | 46 00 |
| | " A. Edwards, for boards and locks, - | | 24 50 |
| | " Hunt & Forsythe, sundries - - | | 18 50 |
| | " W. Hollister & Co. - - - | | 21 90 |
| | " Leon Gouin - - - - | | 121 51½ |
| | " Joseph Prentice, for work at house - | | 80 43¾ |
| | " McGunnegal, for digging cellar - - | | 6 00 |
| | | | 465 46 |
| Oct. 21 | " Hunt & Forsythe - | 100 31¼ | |
| | " Leon Gouin - - | 8 18¾ | |
| | " Joseph Nichols, for bricks | 32 00 | |
| | " Joseph Prentice - - | 37 00 | |
| 1821. | | | 177 50 |
| Aug. 26 | " D. W. Halley - - | 40 75 | |
| Dec. 21 | " Hunt & Forsythe - | 71 40 | |
| 1823. | | | 112 15 |
| Jan. 20 | " Joseph Prentice - - - - | | 232 50 |
| May 15 | " Do do - - - - | | 40 00 |
| | | | $1,027 61 |
| | " Interest on $465 46, from 21st May, 1818, until August 31, 1823, | 145 28 | |
| | " Do on $177 50 from 31 Oct., 1818, to 31 Aug., 1823 | 51 47½ | |
| | " Do on $112 15 from 1 Oct., 1821, to 31 Aug., 1823 | 11 76 | |
| | " Do on $232 50, from 20 Jan'ry, 1823, to 31 Aug., 1823 | 8 55 | |
| | | | 217 06½ |
| | | | $1,244 67½ |

*Statement.*—Continued.

| | | | |
|---|---|---|---|
| | To first instalment on in-lots 223 and 224, in Port Lawrence, purchased and paid 20th September, 1817 | $113 75 | |
| | " Int. on do from purchase to 31 Aug., 1823 - - | 40 57 | |
| | " Second instalment p'd 20 Sep. 1818 - - - | 113 75 | |
| | " Int. on do. from pay't to 31 Aug. 1823 - - | 33 74 | |
| 1823. | | | 301 81 |
| May 12 | " Paid B. F. Stickney, &c. per account - - | 1,063 61 | |
| | " int. on do, 31 Aug., 1823 | 19 32 | |
| | | | 1,082 93 |
| June 9 | " Paid Jacob Wilson for account D. C. Henderson - - - - | | 90 00 |
| | " sundry postages on letters of Co.'s business - - - - - | | 8 00 |
| | | | $2,727 41½ |
| | By | | |
| | Cash from Mr. Baum on account of lots 223 and 224, with improvements, &c. See above - - - | $773 24 | |
| | Do. Jos. Prentice - - | 61 25 | |
| | Do. John Hunt - - | 57 45 | |
| | | | 891 94 |
| | | | $1,835 47½ |

*Division of Lots in P. Lawrence.*

| A lots dotted. | | | | B mark. | | | |
|---|---|---|---|---|---|---|---|
| 3 | 227c | 335c | 46c | 4c | 54c | 362c | 184c |
| 7 | 197 | 351 | 88c | 8c | 16 | 378 | 160 |
| 58 | 151 | 367c | 138c | 75 | 17c | 382 | 47c |
| 76c | 122 | 383 | 178c | 102c | 19c | 366c | 35c |
| 124 | 79c | 379 | 204 | 125c | 71 | 350 | 45c |
| 168 | 61 | 395c | 212c | 169c | 99c | 334c | 87c |
| 245c | 15c | 363c | 256 | 246 | 121 | 314 | 137c |
| 397c | 18c | 347 | 282c | 398 | 152 | 290c | 159 |
| 357c | 53c | 327c | 306 | 356 | 189c | 253 | 183c |
| 321c | 80c | 303 | 330c | 320 | 241c | 216 | 211c |
| 273c | 106 | 264 | 331c | 225c | 276c | 186c | 235c |
| 195 | 145c | 238c | 307 | 170c | 300 | 155 | 261 |
| 167 | 165 | 201 | 283c | 126c | 337c | 118 | 287c |

*Statement.*—Continued.

| | | | | | | | |
|---|---|---|---|---|---|---|---|
| 123 | 219 | 162 | 257 | 101c | 353 | 96c | 311 |
| 77c | 250 | 142c | 209c | 74 | 369c | 65 | 310 |
| 59 | 293c | 109 | 179c | 56c | 385 | 30c | 286c |
| 9c | 317 | 68 | 116c | 11c | 393c | 32c | 260 |
| 12c | 344 | 50c | 94c | 13 | 377 | 49c | 234c |
| 14c | 360c | 29c | 90 | 55c | 361c | 67 | 210c |
| 60 | 376 | 31c | 43c | 73 | 345 | 95c | 158 |
| 78c | 392c | 66 | 59c | 191c | 316 | 117 | 115c |
| 226c | 384 | 84c | 41c | 221 | 277c | 156 | 111 |
| 248 | 368c | 110 | 91 | 243c | 251 | 176c | 89c |
| 274c | 352 | 141c | 93c | 269 | 199 | 202 | 44c |
| 298 | 325c | 161 | 114c | 295c | 164 | 232c | 38c |
| 322c | 301 | 185c | 133c | 319 | 98c | 254 | 40c |
| 358c | 266 | 215 | 157 | 355 | 63 | 280c | 42c |
| 374 | 240c | 237c | 181c | 371c | 24 | 304 | 92c |
| 391c | 173c | 263 | 207c | 387 | 28 | 328c | 112 |
| 375 | 129c | 289c | 233c | 386 | 51c | 348 | 113c |
| 359c | 70 | 313 | 259 | 370c | 69 | 364c | 134c |
| 343 | 52c | 333c | 285c | 354 | 97c | 380 | 180c |
| 323c | 23c | 349 | 309 | 338c | 119 | 396c | 206 |
| 294c | 27c | 365c | | 299 | 163 | 329c | 208c |
| 249 | 64 | 381 | | 268 | 187c | 305 | 258 |
| 196 | 82c | 312 | | 242c | 217 | 281c | 284c |
| | 108 | 288c | | 220 | 252 | 255 | 308 |
| | 130c | 202 | | 190c | 278c | 214c | 332c |
| | 174c | 213c | | 146c | 302 | | |
| | 200 | 203 | | 105 | 326c | | |
| | 230c | 177c | | 72 | 346 | | |
| | 265 | 48c | | | | | |
| | 291c | 34c | | | | | |
| | 315 | 36c | | | | | |

(1) In the division of lots in the town of Port Lawrence, the numbers under B fell to the share of Martin Baum, and those concerned with him in the one-half of the original purchase. And those under A, to John H. Piatt, and the persons connected with him in the original purchase of the other half.

WILL. OLIVER,

CINCINNATI, *Sept.* 19, 1818. WILL. M. WORTHINGTON.

(2) In the division of lots in the town of Port Lawrence made by Wm. W. Worthington and Wm. Oliver, those marked B fell to the share of Martin Baum, and those connected with him in the one-half of the original purchase; and those marked A to John H. Piatt, and the persons connected with him in the purchase of the remaining half.

WILL. OLIVER,

CINCINNATI, *Sept.* 19, 1818. WILL. M. WORTHINGTON.

[REC. XCV, J. T. 1843.]—86

*Advertisement—Sale lots—P. Lawrence.*

PORT LAWRENCE.

The proprietors propose laying off a town at the mouth of Swan creek, at the head of the Miami bay of Lake Erie, to be called Port Lawrence. One-half of the lots will be offered for sale—selling 1 and 2, reserving 3 and 4, and in the same order progressively. The lots will be offered for sale on the 20th day of September, 1817, at the foot of the rapids, where, at the same time, the commissioners of the General Government will be in treaty with the Indians for the purchase of their land claims within the limits of the State of Ohio. The plan of the town will be liberal, and adapted to commercial purposes, with lots fronting on the on Swan creek. A square will be given for a court-house and offices—three squares for schools and churches—a large space for a market-house —a square for military purposes—and ground near the town suitable for a place of burial. The site is elevated, and, from the many natural advantages it possesses, seems to have been designed for the great depot of the northwest—a capacious bay forming, by an island at its mouth, a secure harbor for almost the whole extent. Swan creek having a channel 17 feet deep at its mouth, and 11 feet three-fourths of a mile from its entrance into the bay, with banks peculiarly adapted to commercial convenience. On the west side of Swan creek is a beautiful deep basin running up ¾ of a mile, and separated from the Miami by a neck of land 10 or 12 miles in width, around which the river forms a semi-circle, the lower end being the bay, forming a complete and perfectly safe harbor for shipping at all seasons of the year. From the town is presented a most interesting view of Lake Erie. The Miami has one peculiar advantage over all the other rivers of Lake Erie, and which must contribute greatly to the growth and prosperity of Port Lawrence, and be of inestimable importance to its citizens. The channel, since first discovered, preserves a regular depth, and is not liable to be obstructed by sand bars. The navigable tributary streams of the Miami water an extensive and rich tract of country, interlocking with Mad river, Scioto, the Miami of the Ohio, and Loramies, on the south; on the north, St. Joseph's of Lake Michigan, and Raisin; and on the west, the Wabash, Eel, and Massisinaway rivers. From these circumstances, it is evident that the foot of the Miami rapids must shortly become one of the most important points in the western country. The agents of Government, we are informed, entertain the most sanguine expectation of being enabled to extinguish the Indian claims to all lands in the State of Ohio; and should this be effected, an unprecedented emigration, it is believed, will take place to the Miami of the lake.

W. C. SCHENCK,
WILLIAM OLIVER, *Agents.*

COLUMBUS, *August* 20, 18 .

*Baum to Oliver—Deed—Mortgage, 27th Aug.*, 1823.

This indenture, made this twenty-seventh day of August, in the year of our Lord one thousand eight hundred and twenty-three, between Martin Baum of the first part, and William Oliver, all of Cincinnati, Hamilton county, of the second part, witnesseth:

That the said Martin Baum, for and in consideration of the sum of eighteen hundred and thirty-five dollars and forty-seven cents, lawful money of the United States, to him in hand well and truly paid by the said William Oliver, the receipt whereof is hereby acknowledged, hath granted, bargained, sold, aliened, released, conveyed, and confirmed, and by these presents doth grant, bargain, sell, alien, release, convey, and confirm, unto the said William Oliver, his heirs and assigns forever, all the following described tracts of land situated within the United States reservation of twelve miles square, at the foot of the rapids of the Miami of Lake Erie, as numbered and sold by the United States at the public sales at Wooster, in 1817, viz: tract numbered three, on the west side of the Miami river aforesaid, containing one hundred and fifty-four and one-fourth acres; tract numbered four, on the same side of the river aforesaid, containing one hundred and forty-three and one-fourth acres; tract numbered eighty-six, on the opposite and east side of the Miami river aforesaid, containing one hundred and eighty-one acres, excepting sixty acres off the upper end of said tract, to be of equal width across the same, agreeably with the sale made by the aforesaid Martin Baum to Joseph Prentice and Tromley in January, 1823; and tract numbered eighty-seven, on the same side of the river as last tract, containing ninety-three acres; and all the estate, right, title, interest, claim, and demand of him, the said Martin Baum, of, in, and to the said premises, and every part thereof, together with all and singular the privileges and appurtenances to the same belonging, or in any wise appertaining, and the rents, issues, and profits thereof: to have and to hold the premises hereby bargained and sold, or meant or intended so to be, with the appurtenances, to the only proper use and behoof [of] the said William Oliver, his heirs and assigns forever. And the said Martin Baum, for himself, his heirs, executors, and administrators, do promise, covenant, and agree to and with the said William Oliver, his heirs, executors, administrators, and assigns, that he is the true and lawful owner of the premises hereby granted, and hath good right, full power, and lawful authority to sell and convey the same in manner and form aforesaid; and further, that he, the said Martin Baum, for himself, his heirs, executors, and administrators, will warrant and forever defend the aforesaid premises, with their appurtenances, and every part and parcel thereof, unto the said William Oliver, his heirs and assigns, against all persons claiming, or to claim by, from, or under him, them, or any of them, or by, from, or under any other person or persons whomsoever: provided, nevertheless,

and it is hereby expressly declared to be the true intent and meaning of these presents, that if the said Martin Baum, his heirs, executors, or administrators, shall well and truly pay, or cause to be paid, unto the said William Oliver, or his certain attorney, heirs, executors, administrators, or assigns, the sum of eighteen hundred and thirty-five dollars and forty-seven cents, on or before the first day of January, eighteen hundred and twenty-four, with interest thereon from the first day of September, eighteen hundred and twenty-three, being the sum due to the said William Oliver from the said Martin Baum and his associates in the purchase of said property; then, and in that case, the foregoing indenture, and every part thereof, to be void and of no effect, otherwise to be and remain in full force and virtue.

In witness whereof, the said Martin Baum hath hereunto set his hand and seal, the day and year first above written.

MARTIN BAUM. [SEAL.]

Sealed and delivered in the presence of
THOMAS MITCHELL,
LEWIS WHITEMAN.

THE STATE OF OHIO, *city of Cincinnati, ss:*

Before me, mayor of the city of Cincinnati aforesaid, personally appeared Martin Baum, the grantor in the foregoing indenture of mortgage named, and acknowledged the above deed to be his voluntary act and deed, for the uses and purposes therein mentioned.

In testimony whereof, I have hereunto set my hand and seal of office the twenty-seventh day of August, in the year of our Lord one thousand eight hundred and twenty-three. [L. S.]

ISAAC G. BURNET, *Mayor.*

Endorsed as follows:

"Received for record May 12, 1824, at 9 o'clock A. M., and recorded by me this 12th day of May, A. D. 1824, in liber F, folio 230, 1, 2, 3.

CHAS. NOBLE, *Register.*

Fees $1 00."

*Oliver and wife—Deed to M. T. Williams, 23d May, 1834.*

This indenture, made this twenty-third day of May, in the year of our Lord one thousand eight hundred and thirty-four, between William Oliver and Eliza his wife, of the city of Cincinnati, and State of Ohio, of the first part, and Micajah T. Williams, of the same place, of the second part, witnesseth:

That the said William Oliver, for and in consideration of the sum of seven hundred dollars, lawful money of the United States, to him in hand well and truly paid by the said Micajah T. Williams, the receipt whereof is hereby acknowledged, hath granted, bargained, sold, aliened, released, conveyed, and quit-claimed, and by

these presents doth grant, bargain, sell, alien, release, convey, and quit-claim, unto the said Micajah T. Williams, his heirs and assigns forever, one equal undivided half part of the following described tracts of land, situated on the Miami river of Lake Erie, opposite and near the mouth of Swan creek, to wit: tracts numbered *eighty-six* and *eighty-seven*, (except sixty acres off the upper end of tract number eighty-six, sold by Martin Baum to Joseph Prentiss and Joseph Tromley,) of the twelve mile reserve, at the rapids of the Miami river of Lake Erie; also fractional sections numbered *one* and *twelve*, in township No. *ten*, south of range No. *seven* east, Michigan Territory. (Tracts No. 86 and 87, in the twelve mile reserve; also fractional sections No. 1 and 12, T. 10 S., R. 7 E.) And all the estate, right, title, interest, claim, and demand, both in law and equity, of him, the said Wm. Oliver, of, in, and to the said premises, and every part thereof; together with all and singular the privileges and appurtenances to the same belonging, or in any wise appertaining, and the rents, issues, and profits thereof: to have and to hold the premises hereby bargained and sold, or meant or intended so to be, with the appurtenances, to the only proper use and behoof of the said Micajah T. Williams, his heirs and assigns forever. And the said William Oliver, for himself, [his] heirs, executors, and administrators, doth covenant, promise, and agree, to and with the said Micajah T. Williams, his heirs, executors, administrators, and assigns, that he hath not done or suffered any thing whereby the title of the said premises to the said Micajah T. Williams, is or can be frustrated or annulled. And further, that he, the said William Oliver, will warrant and forever defend the said premises, and every part thereof, unto the said Micajah T. Williams, his heirs or assigns, against all persons claiming, or to claim, by, from, or under him, his heirs or assigns.

In testimony whereof, the said William Oliver, together with Eliza Oliver, wife of the said William Oliver, who hereby forever relinquishes all her right and claim of dower, in and to the premises, have hereunto set their hands and seals, this 23d day of May, in the year of our Lord one thousand eight hundred and thirty-four.

WILL. OLIVER, [L. S.]
ELIZA OLIVER. [L. S.]

Signed, sealed, and acknowledged in the presence of
HARRIET R. OLIVER,
SAM'L W. DAVIES.

THE STATE OF OHIO, *city of Cincinnati, sct:*

Before me, Samuel W. Davies, mayor of said city, personally appeared William Oliver, together with Eliza his wife, the above named grantors, and acknowledged the above deed of conveyance to be their voluntary act and deed, for the uses and purposes therein mentioned. And the said Eliza, wife of the said William Oliver, being examined separate and apart from her said husband, and the

contents of the said deed being made known and explained to her, declares that she voluntarily, and of her own free will and accord, without any fear or coercion of her husband, did, and now doth acknowledge the signing and sealing thereof.

In testimony whereof, I have hereunto set my hand and seal [L. S.] of said city, this twenty-eighth day of May, in the year of our Lord one thousand eight hundred and thirty-four.

SAM'L W. DAVIES, *Mayor.*

Endorsed as follows:

REGISTER'S OFFICE, *Monroe county, ss:*

Received for record the 18th of October, A. D. 1834, at 4 o'clock, P. M., and recorded in liber O, folio 296.

J. P. SKINNER, *Register.*

Fees paid.

*Deed.—Oliver and wife to M. T. Williams.*

Know all men by these presents, that we, William Oliver and Eliza his wife, of the city of Cincinnati, and the State of Ohio, for and in consideration of the sum of one thousand dollars, lawful money of the United States, to him in hand well and truly paid, by Micajah T. Williams of the same place, the receipt whereof is hereby acknowledged, hath granted, bargained, sold, released, conveyed, and forever quit-claimed, and by these presents doth grant, bargain, sell, release, convey, and forever quit-claim, unto the said Micajah T. Williams, his heirs and assigns forever, all of one equal undivided one-half of tracts of land, numbered one and two, situated within the twelve miles reservation, at the foot of the rapids of the Miami of Lake Erie, on which Port Lawrence is laid out, together with a like interest in all sales, improvements, and appurtenances thereunto belonging—subject nevertheless in like proportion to all sales, donations, gifts, appropriations, and disbursements, made by said William Oliver, his legally authorized agents, and the proceedings of the proprietors, had at their meeting at Toledo, in July, A. D. 1835. And all the estate, right, title, interest, claim, and demand, both in law and equity, of him, the said William Oliver, of, in, and to the said premises, and every part thereof; together with all and singular the privileges and appurtenances to the same belonging, or in any wise appertaining, and the rents, issues, and profits thereof: to have and to hold the premises hereby bargained and sold, or meant or intended so to be, with the appurtenances, to the only proper use and behoof of the said Micajah T. Williams, his heirs and assigns forever. And the said William Oliver, for his heirs, executors, and administrators, doth covenant, promise, and agree, to and with the said Micajah T. Williams, his heirs, executors, administrators, and assigns, that he has not done or suffered any thing whereby the title of the said premises to the said Micajah T. Williams is or can be frustrated or annulled.

And further, that he, the said W. Oliver, will warrant and forever defend the said premises, and every part thereof, unto the said Micajah T. Williams, his heirs or assigns, against all persons claiming, or to claim, by, from, or under him, his heirs or assigns.

In testimony whereof, the said William Oliver, together with Eliza Oliver, wife of the said William Oliver, who hereby forever relinquishes all her right and claim of dower, in and to the premises, have hereunto set their hands and seals, this day of November, in the year of our Lord one thousand eight hundred and thirty-five.

WILL. OLIVER, [L. S.]
ELIZA OLIVER. [L. S.]

Signed, sealed, and acknowledged in the presence of
JAMES C. HALL,
HENRY ROCKEY.

STATE OF OHIO, *Hamilton county, sct:*

Before me, Henry Rockey, a notary public within and for said county, personally appeared William Oliver and Eliza Oliver his wife, the within grantors, who, I am satisfied from personal knowledge, are the same persons they represent themselves to be, and acknowledged the above instrument to be their voluntary act and deed, for the uses and purposes therein mentioned. And the said Eliza Oliver being examined separate and apart from her said husband, and the contents of the said deed being made known and explained to her, declares that she did voluntarily sign, seal, and acknowledge the same, and that she is still satisfied therewith.

In testimony whereof, I have hereunto set my hand and seal [L. S.] notarial, this twenty-third day of December, in the year of our Lord one thousand eight hundred and thirty-five.

HENRY ROCKEY, *Notary Public.*

Endorsed as follows: Received for record, July 19, 1836, and recorded on Lucas Co., O., record of deeds, vol. first, page 296.

JUNIUS FLAGG, *Recorder.*

*July* 20, 1836.

Fee 63 cts., paid.

*Publication of sale.*

In chancery.—Between William Oliver, complainant, and Martin Baum, defendant.

In pursuance of a decretal order of the supreme court of the Territory of Michigan, sitting as a court of chancery, made in the above cause, will be sold under the direction of the subscriber, at public auction, at the court-house in the village of Monroe, in said Territory, on the first Monday of September next ensuing, at 12 o'clock at noon of that day, all and singular the following described tracts of land, situated in the township of Erie, (now Port Lawrence,)

county of Monroe, and Territory of Michigan, and within the United States reservation of twelve miles square, at the foot of the rapids of the Miami river of Lake Erie, as numbered and sold by the United States at the public land sales at Wooster, in the State of Ohio, in eighteen hundred and seventeen, to wit: tract numbered three, on the west side of the Miami river aforesaid, containing one hundred and fifty-four and one-fourth acres; also tract numbered four, on the same side of the river aforesaid, containing one hundred and forty-three and one-fourth acres; also tract numbered eighty-six, on the opposite or east side of said Miami river, containing one hundred and eighty-one acres, (excepting sixty acres off from the upper end of said last mentioned tract, to be of equal width across the same, agreeably to the sale made by said Martin Baum to Joseph Prentice and one Tromley, in January, eighteen hundred and twenty-three;) also tract number eighty-seven, on the same side of said river with the last mentioned tract, containing ninety-three acres of land.

J. WINDER, *Register in Chancery.*
By CHARLES W. WHIPPLE, *Ass't Reg.*

DETROIT, *July* 9, 1828.

*Deed—C. W. Whipple to W. Oliver.*

This indenture, made the first day of September, in the year of our Lord one thousand eight hundred and twenty-eight, between Charles W. Whipple, assistant register of the supreme court of the Territory of Michigan, sitting as a court of chancery, of the first part, and William Oliver, of the second part.

Whereas, at a session of the supreme court of the Territory of Michigan, in chancery, held at the court-house in the city of Detroit, on the second day of January, in the year of our Lord one thousand eight hundred and twenty-eight, it was, among other things, ordered, adjudged, and decreed by the said court, in a certain cause then depending in the said court, between William Oliver, complainant, and Martin Baum, defendant, that the whole of the mortgaged premises mentioned and set forth in the pleadings in this cause, be sold by the register of the said supreme court, in chancery, at the village of Monroe, in the county of Monroe, and Territory aforesaid—the said register first giving six weeks' notice of the time and place of such sale, in the Michigan Sentinel, printed at Monroe, in the Territory of Michigan. And whereas the said Charles W. Whipple, assistant register as aforesaid, and party of the first part to these presents, in pursuance of the order and decree of the said court, sitting in chancery, did, on the day of the date of these presents, sell at public auction, at the court-house in the said village of Monroe, the *the* said mortgaged premises hereinafter particularly described, having first given six weeks' notice of the time and place of such sale, agreeably to the order aforesaid; at which sale the said premises were struck off to the

said party of the second part to these presents, for the sum of six hundred and eighteen dollars and fifty-six cents, it being the highest sum bidden for the same.

Now, therefore, this present indenture witnesseth, that the said Charles W. Whipple, assistant register of the supreme court of the Territory of Michigan, sitting in chancery, and at present vested with all and singular the powers of said register of said court, as appears by an order entered upon the record of said supreme court in chancery, and party of the first part to these presents, in order to carry into effect the said sale so made as aforesaid, in pursuance of the decree of the said supreme court in chancery, and in consideration of the premises, and of the said sum of six hundred and eighteen dollars and fifty-six cents, paid by the said party of the second part to these presents, to the said Charles W. Whipple, assistant register, and vested as aforesaid with all and singular the powers of register of the supreme court of the Territory of Michigan, in chancery, the receipt whereof he doth hereby confess, hath granted, bargained, and sold, aliened, released, conveyed, and confirmed, and by these presents doth grant, bargain, and sell, alien, release, convey, and confirm, unto the said party of the second part, and to his heirs and assigns, all and singular the following described tract of land, situated in the township of Erie, in the county of Monroe, in the Territory of Michigan, and within the United States reservation of twelve miles square, at the foot of the rapids of the Miami river of Lake Erie, as numbered and sold by the United States at the public land sales at Wooster, in the State of Ohio, in eighteen hundred and seventeen, to wit: tract numbered three, on the west side of the Miami river aforesaid, containing one hundred and fifty-four and one-fourth acres; also tract numbered four, on the same side of the river aforesaid, containing one hundred and forty-three and one-fourth acres; also tract numbered eighty-six, on the opposite or east side of said Miami river, containing one hundred and eighty-one acres, (excepting sixty acres off from the upper end of said last mentioned tract, to be of equal width across the same, agreeably to the sale made by said Martin Baum to Joseph Prentice and one Tromley, in January, eighteen hundred and twenty-three;) also tract numbered eighty-seven, on the same side of said river with last mentioned tract, containing ninety-three acres of land: together with all and singular the rights, members, privileges, hereditaments and appurtenances, to the same belonging, or in any wise appertaining. To have and to hold the said premises above described, and hereby intended to be conveyed, unto the said party of the second part, his heirs and assigns, to his and their own proper use, benefit, and behoof, for ever.

In witness whereof, I have hereunto set my hand and seal, the day and year above written.

CHARLES W. WHIPPLE, [L. S.]
*Assistant Register in chancery.*

Signed, sealed, and delivered in presence of—
(One word interlined, and one word erased, in the seventh line from the top; one word erased in thirteenth line; one word interlined in twenty-second line: all which erasures and interlineations were made before signing. One word struck out in nineteenth line from top before signing.)

HENRY S. COLE,
JOHN WINDER.

TERRITORY OF MICHIGAN, *County of Wayne, ss:*

On this eleventh day of September, A. D. 1828, before me, personally appeared Charles W. Whipple, assistant register in chancery, known to me to be the person described in, and who executed this indenture, and duly acknowledged that he had duly executed the same, for the uses and purposes therein mentioned. There being no alterations, I allow it to be recorded.

B. F. H. WETHERELL,
*Justice of the Peace, County of Wayne, Terr'y of Mich'n.*

MICHIGAN TERRITORY, *Monroe county, Register's office, ss:*

Rec'd for record the 17th of September, 1828, at 9 o'clock, A. M.
J. P. SKINNER, *Register.*

And recorded by me in liber J, folio 140, and 141, and 142.
J. P. SKINNER, *Register M. C. T. M.*

Fees 10, paid.

*Copy of deed—John Paxton, sheriff of Monroe county, Michigan, to William Oliver.*

J. Paxton, sheriff, to W. Oliver.

To all to whom these presents shall come:

Know ye, that whereas Harry Connant, late sheriff of the county of Monroe, in the Territory of Michigan, did, on the twenty-sixth day of October, in the year of our Lord one thousand eight hundred and twenty-six, by virtue of an execution directed to the sheriff of the said county of Monroe, in favor of William Oliver, against Martin Baum, Robert Piatt, George A. Worth, and William M. Worthington, survivors of Martin Baum, John H. Piatt, deceased, Robert Piatt, George A. Worth, and William M. Worthington, for the sum of two hundred and sixty-five dollars and ninety-four cents, debt or damages, and forty-five dollars and thirty-six cents, costs of suit, issued out of the clerk's office of the county of Monroe aforesaid, and dated the twenty-fifth day of October, in the year of our Lord one thousand eight hundred and twenty-six, set off on said execution, and by virtue thereof, agreeable to the laws of the said Territory, the following described lands, to wit: the southwest quarter of section numbered two, township numbered three, and the northwest and the southwest quarters of section

numbered three, in township numbered three, all within the United States reservation of twelve miles square, at the foot of the Miami rapids, in said county of Monroe, containing four hundred and eighty acres of land, the property of the said defendants in the execution aforesaid; and said Conant, by his under sheriff, Joseph Farrington, duly returned the said execution into the said clerk's office, according to law. And whereas the term for which the said Conant was appointed sheriff of said county has expired, and the said Conant is out of office, and is rendered unable to make a deed of conveyance of the land aforesaid to said William Oliver. And whereas I, John Paxton, sheriff of the county of Monroe aforesaid, by virtue of the law in such case made and provided, having received a certificate from the said court, signed by the clerk of said court, setting forth that such conveyance was fairly and legally made—do, by virtue of the law in such case made and provided, hereby give, grant, convey, and confirm unto the said William Oliver, his heirs, executors, administrators, and assigns for ever, the said four hundred and eighty acres of land above described. To have and to hold the same, together with all the privileges and appurtenances thereunto belonging, to him, the said William Oliver, his heirs and assigns, for ever.

In testimony whereof, I, the said John Paxton, sheriff of said county of Monroe, hath hereunto set my hand and seal this eleventh day of February, in the year of our Lord one thousand eight hundred and twenty-eight.

JOHN PAXTON, *Sh'ff.* [L. S.]

Signed, sealed, and delivered in presence of
LAURENT DUROCHER,
W. LAWRENCE.

MONROE COUNTY, *ss:*

FEBRUARY 21, 1828.

Then personally appeared before the subscriber, one of the justices of the peace in and for said county of Monroe, John Paxton, sheriff of the said county of Monroe, signer and sealer of the above written instrument, and acknowledged the same to be his voluntary act and deed.

ANTHONY L. BRIGGS,
*Justice of the Peace.*

MICHIGAN, MONROE COUNTY, *Register's Office, ss:*

Received for record the 6th day of March, 1828, at 2 o'clock, P. M.

J. P. SKINNER, *Register.*

And recorded by me the 8th day of May, 1828, in liber H, folios 416 and 417.

J. P. SKINNER,
*Register, &c., M. C. T. M.*

| | |
|---|---|
| Judgment, 23d October, 1826 - - - - | $265 94 |
| Cost taxed - - - - - - | 45 36 |
| Execution - - - - - - | 38 |
| Cost on same selling of land - - - - | 12 50 |
| | $324 18 |

Transferred 26th April, A. D. 1837.

S. M. YOUNG, *Co. Auditor.*

Received for record April 27, A. D. 1837, and recorded May 1, 1837, (pages 213 214, vol. second.)

JUNIUS FLAGG, *Recorder.*

THE STATE OF OHIO, *Lucas county,*
*Recorder's Office, ss:*

I, Junius Flagg, recorder for the county aforesaid, do hereby certify the foregoing to be a true copy from the records of this office.

[L. S.] In testimony whereof, I have hereunto set my hand, and seal of the said office, this second day of May, A. D. 1837.

JUNIUS FLAGG, *Recorder.*

*Copy of Auditor's deed to Chs. Noble, and him to Oliver.*

Copy of deed.

Jeremiah Lawrence, Samuel Choates, and Joseph Farrington to Charles Noble, and Charles Noble to William Oliver.

To all to whom these presents shall come—We, Jeremiah Lawrence, Samuel Choates, and Joseph Farrington, all of Monroe county, auditors, appointed by the county court of Monroe county aforesaid, in the Territory of Michigan, send greeting:

Whereas, William Oliver, at the October term of the county court, holden in and for said county, in the year of our Lord one thousand eight hundred and twenty-five, sued out a writ of attachment against Martin Baum, Robert Piatt, George A. Worth, and William M. Worthington, survivors of Martin Baum, John H. Piatt, deceased, Robert Piatt, George A. Worth, and William M. Worthington, upon which the sheriff of Monroe county did, on the fifteenth day of October, A. D. one thousand eight hundred and twenty-five, attach the following described tracts of land, to wit: The southwest quarter of section No. 2, township three, on or near the Miami river; and the northwest quarter of section number three, township three; and the southwest quarter of section three, and township three, all situated in the township of Erie, in said county of Monroe. And whereas, judgment has been had in said county court upon the claim of said William Oliver, upon which said suit was commenced against said Martin Baum, Robert Piatt, George A. Worth, and William M. Worthington, survivors as

aforesaid, in pursuance of the statute in such case made and provided; all of which appears of record now remaining in said court. And whereas, at the October term of said court, A. D. one thousand eight hundred and twenty-seven, in pursuance of the statute in such case made and provided, the said undersigned Jeremiah Lawrence, Samuel Choates, and Joseph Farrington, auditors as aforesaid, or any two of them, were, by virtue of an order of the court for that purpose, empowered to make sale and assurance of the lands and tenements which were attached and taken as aforesaid, by virtue of the writ of attachment, as aforesaid, against the said Martin Baum, Robert Piatt, George A. Worth, and William M. Worthington, as aforesaid. And whereas, we, the said Jeremiah Lawrence, Samuel Choates, and Joseph Farrington, auditors as aforesaid, and in pursuance and by virtue of the order of the said court aforesaid, (after having given public notice of said sale for the space of thirty days prior thereto, by setting up in five of the most public places in said county of Monroe, advertisements of the time and place of the sale thereof; and likewise by publishing notice thereof in the Michigan Sentinel, a public newspaper published at Monroe aforesaid, for the space of thirty days previous to said sale,) did, on the fifth day of April, A. D. one thousand eight hundred and twenty-eight, in pursuance to the order of court aforesaid, and the said several notices so publicly given as aforesaid, proceed, at the time and place mentioned in said notices, to sell the land so attached as aforesaid in the suit aforesaid, at public auction, in quarter-sections, as follows, to wit: The southwest quarter of section two, township three, to Charles Noble, of Monroe aforesaid, he offering most for the same, at fifty cents per acre, amounting to eighty dollars; the northwest quarter of section No. three, township three, to Charles Noble, he offering most for the same, at fifty cents per acre, amounting to eighty dollars; the southwest quarter of section three, township three, to Charles Noble, he offering most for the same, at fifty-one cents per acre, amounting to eighty-one dollars and sixty cents; amounting in all, for the several tracts aforesaid, to the sum of two hundred and forty-one dollars and sixty cents.

Know ye, therefore, that we, the said Jeremiah Lawrence, Samuel Choate, and Joseph Farrington, the auditors aforesaid, by virtue of the order of the court aforesaid to us given as aforesaid, and by virtue of the statute in such case made and provided, and for and in consideration of the sum of two hundred and forty-one dollars and sixty cents, to us in hand paid by the said Charles Noble, the receipt and payment whereof we do hereby acknowledge, have granted, bargained, sold, and by these presents do grant, bargain, and sell unto the said Charles Noble, his heirs and assigns forever, the aforesaid several tracts or parcels of land afore described, with the appurtenances to the same belonging; and all the estate, right, title, and interest which the said Martin Baum, Robert Piatt,

George A. Worth, and William M. Worthington of right had of, in, and to, the same: to have and to hold the said several pieces, parcels, and tracts of land, with their appurtenances, unto the said Charles Noble, his heirs and assigns forever, as fully and absolutely as we, the said Jeremiah Lawrence, Samuel Choate, and Joseph Farrington, auditors as aforesaid, might, could, or ought to grant, bargain, and sell the same, by force of the statute aforesaid, and the said order of court to us directed as aforesaid, or otherwise.

In witness whereof, we, the said Jeremiah Lawrence, Samuel Choate, and Joseph Farrington, have hereunto set our hands and seals, this twenty-second day of August, in the year of our Lord one thousand eight hundred and twenty-eight.

SAMUEL CHOATE, [L. S.]
JEREMIAH LAWRENCE, [L. S.]
JOSEPH FARRINGTON. [L. S.]

Signed, sealed, and delivered in presence of
NOYES W. WADSWORTH,
W. WING.

TERRITORY OF MICHIGAN, *county of Monroe, ss:*

Be it remembered, that on this twenty-seventh day of August, A. D. 1828, came before me, the undersigned, one of the justices of the peace within and for the county of Monroe aforesaid, Warner Wing, who, being solemnly sworn, deposeth and saith, that he witnessed the signatures of the above named Jeremiah Lawrence, Samuel Choate, and Joseph Farrington to the foregoing deed, and that they severally did, in his hearing, declare that they severally executed the same freely, and of their own voluntary will and accord.

In witness whereof, I, the undersigned, justice as aforesaid, in pursuance of the statute in such case made and provided, do hereby certify the same the day and year above written.

Let the same be recorded.

JAMES Q. ADAMS,
*Justice of the Peace.*

*Deed.—Chas. Noble to W. Oliver.*

"Charles Noble to William Oliver.—Quit-claim deed."

To all to whom these presents shall come, or may concern:

Know ye, that I, Charles Noble, of Monroe, in the county of Monroe, and Territory of Michigan, in consideration of the sum of one dollar to me in hand paid by William Oliver, of the city of Cincinnati, in the State of Ohio, the receipt whereof is hereby confessed and acknowledged, have remised, released, and forever quit-claimed, and by these presents do remise, release, and forever quit-claim unto the said William Oliver, (in his actual possession now being,) and to his heirs and assigns forever, all the following described tracts of land, to wit: the southwest quarter of section two,

township three, on or near the Miami river; the northwest quarter of section three, township three, and the southwest quarter of section three, township three, all situated in the township of Erie, in said county of Monroe, meaning and intending to convey by these presents, all my right, title, and interest in and to the land this day conveyed to me, the said Charles Noble, by Jeremiah Lawrence, Samuel Choate, and Joseph Farrington, auditors in a certain suit of (by) attachment therein mentioned, and no more. Together with all and singular the hereditaments and appurtenances thereunto belonging, or in any wise appertaining, and the reversion and reversions, remainder and remainders, rents, issues, and profits thereof; together with all the estate, right, title, and interest of me, the said Noble, either in law or equity: to have and to hold the afore described premises to the sole and only proper use and behoof of him, the said William Oliver, his heirs and assigns forever.

In witness whereof, I, the said Charles Noble, have hereunto set my hand and seal this twenty-second day of August, in the year of our Lord one thousand eight hundred and twenty-eight.

CHAS. NOBLE, [L. S.]

Signed, sealed, and delivered in the presence of

NOYES W. WADSWORTH,
W. WING.

TERRITORY OF MICHIGAN, *county of Monroe, ss:*

Be it remembered, that on this twenty-seventh day of August, in the year of our Lord one thousand eight hundred and twenty-eight, personally came before me, the undersigned, one of the justices of the peace within and for the county of Monroe aforesaid, Charles Noble, the signer and sealer of the above instrument, who acknowledged the same to be his free and voluntary act and deed.

Let the same be recorded.

J. Q. ADAMS,
*Justice of the Peace.*

Received fifty cents, fees for taking acknowledgment.

J. Q. ADAMS, *J. P.*

The within several described tracts of land conveyed to me by the within named auditors, *was* purchased by me, as the agent for the time being, of the within named William Oliver, and on his credit and account; and no interest in the aforesaid land ever attached to me, in any shape except as agent for said Oliver, as aforesaid, for whom *it was* expressly purchased and paid for with his money, and consequently no dower can attach to my wife.

[L. S.] In witness whereof, I have hereunto set my hand and seal, this 29th day of August, A. D. 1828.

CHAS. NOBLE.

In presence of
W. WING.

MICHIGAN, *Monroe county, Register's office, ss:*

Received for record the 27th day of Aug., 1828, at 11 o'clock, A. M. J. P. SKINNER.

Registered and recorded by me, in Lib. I, folios 113, 114, 115, 116, and 117.

J. P. SKINNER, *Register M. C. T. M.*

Transferred 26th April, 1837.

S. M. YOUNG, *Co. Auditor.*

Received for record, April 27, 1837, and recorded May 1st, 1837, (on vol. second, pages 214, 215, 216, 217.)

JUNIUS FLAGG, *Recorder.*

THE STATE OF OHIO, *Lucas county, Recorder's office, ss:*

I, Junius Flagg, recorder for the county aforesaid, do hereby certify the foregoing to be a true copy, from the records of this office.

[L. S.] In testimony whereof, I hereunto set my hand and seal of the said office, this second day of May, A. D. 1837.

JUNIUS FLAGG, *Recorder.*

*Final Certificate.—No.* 273.

FINAL CERTIFICATE.—No. 273.

Andrew Jackson, President of the United States of America, to all to whom these presents shall come, greeting:

Know ye, that William Oliver having deposited in the General Land Office, a certificate of the Register of the Land Office at Wooster, whereby it appears that full payment has been made for tract number four, in the United States reserve of twelve miles square, on the Miami of Lake Erie, containing one hundred and forty-three acres, and twenty-five hundredths of an acre, of the lands directed to be sold at Wooster, by the act of Congress, entitled "An act providing for the sale of the lands of the United States, in the territory northwest of the Ohio, and above the mouth of the Kentucky river," and of the acts amendatory of the same, there is granted by the United States unto the said Wm. Oliver, and to his heirs, the tract of land above described; to have and to hold the said tract of land, with the appurtenances, unto the said William Oliver, and to his heirs and assigns forever.

In testimony whereof, I have caused these letters to be made [L. S.] patent, and the seal of the General Land Office to be hereunto affixed.

Given under my hand, at the city of Washington, the sixth day of December, in the year of our Lord one thousand eight hundred and thirty, and of the independence of the United States of America the fifty-fifth.

By the President: ANDREW JACKSON.

ELIJAH HAYWARD,
*Commissioner of the General Land Office.*

Recorded in vol. 59, page 10—E.

GENERAL LAND OFFICE,
*September* 3*d*, 1839.

I, James Whitcomb, Commissioner of the General Land Office, hereby certify that the within is a true copy of the patent on record in this office.

In testimony whereof, I have hereunto subscribed my name,
[L. S.] and caused the seal of this office to be affixed at the city of Washington, on the day and year above mentioned.
JAS. WHITCOMB.

*Final Certificate, No.* 280.—*Patent to Oliver.*

Final Certificate No. 280.

Andrew Jackson, President of the United States of America, to all to whom these presents shall come, greeting:

Know ye, that William Oliver, assignee of Martin Baum, who was assignee of John H. Piatt, Gorham A. Worth, Robert Piatt, and William M. Worthington, having deposited in the General Land Office a certificate of the Register of the Land Office at Wooster, whereby it appears that full payment has been made for the northwest quarter of section three, in township three, in the the United States reserve of twelve miles square, on the Miami of Lake Erie, containing one hundred and sixty acres of the lands directed to be sold at Wooster, by the act of Congress entitled "An act providing for the sale of the lands of the United States in the territory northwest of the Ohio, and above the mouth of Kentucky river," and of the acts amendatory of the same, there is granted by the United States unto the said William Oliver and to his heirs, lot or section of land above described: to have and to hold the said quarter-lot or section of land, with the appurtenances, unto the said William Oliver, and to his heirs and assigns forever.

In testimony whereof, I have caused these letters to be made patent, and the seal of the General Land Office to be hereunto affixed. Given under my hand, at the city of
[L. S.] Washington, the third day of December, in the year of our Lord one thousand eight hundred and thirty, and of the independence of the United States of America the fifty-fifth. ANDREW JACKSON.

By the President:
ELIJAH HAYWARD,
*Commissioner of the General Land Office.*

Recorded in volume 59, page 13—E.

GENERAL LAND OFFICE, *Sept.* 3*d*, 1839.

I, James Whitcomb, Commissioner of the General Land Office, hereby certify that the within is a true copy of the patent on record in this office.

[REC. XCV, J. T. 1843.]—88

In testimony whereof, I have hereunto subscribed my name,
[L. S.] and caused the seal of this office to be affixed at the city of Washington, on the day and year above mentioned.

JAS. WHITCOMB.

*Patent to W. Oliver, No.* 281.

Final Certificate, No. 281.

Andrew Jackson, President of the United States of America, to all to whom these presents shall come, greeting:

Know ye, that William Oliver, assignee of Martin Baum, who was assignee of John H. Piatt, Gorham A. Worth, Robert Piatt, and William M. Worthington, having deposited in the General Land Office, a certificate of the Register of the Land Office at Wooster, whereby it appears that full payment has been made for the southwest quarter of section three, in township three, in the United [States] reserve of twelve miles square, on the Miami of Lake Erie, containing one hundred and sixty acres of the lands directed to be sold at Wooster, by the act of Congress, entitled "An act providing for the sale of the lands of the United States, in the territory northwest of the Ohio, and above the mouth of Kentucky river," and of the acts amendatory of the same, there is granted by the United States unto the said William Oliver, and to his heirs, lot, or section of land above described: to have and to hold the said quarter lot, or section of land, with the appurtenances, unto the said William Oliver, and to his heirs and assigns forever.

In testimony whereof, I have caused these letters to be made
[L. S.] patent, and the seal of the General Land Office to be hereunto affixed. Given under my hand, at the city of Washington, the sixth day of December, in the year of our Lord, one thousand eight hundred and thirty, and of the independence of the United States of America the fifty-fifth.

ANDREW JACKSON.

By the President:

ELIJAH HAYWARD,

*Commissioner of the General Land Office.*

Recorded in volume 59, page 14—E.

GENERAL LAND OFFICE, *Sept.* 3*d*, 1839.

I, James Whitcomb, Commissioner of the General Land Office, hereby certify that the within is a true copy of the patent on record in this office.

In testimony whereof, I have hereunto subscribed my name,
[L. S.] and caused the seal of this office to be affixed, at the city of Washington, on the day and year above mentioned.

JAS. WHITCOMB.

*Patent to W. Oliver, No. 272.*

Final Certificate, No. 272.

Andrew Jackson, President of the United States of America, to all to whom these presents shall come, greeting:

Know ye, that William Oliver, having deposited in the General Land Office, a certificate of the Register of the Land Office at Wooster, whereby it appears that full payment has been made for tract number three, in the United States reserve of twelve miles square, on the Miami of Lake Erie, containing one hundred and fifty-four acres, and twenty-five hundredths of an acre, of the lands directed to be sold at Wooster, by the act of Congress, entitled "An act providing for the sale of the lands of the United States in the territory northwest of the Ohio, and above the mouth of Kentucky river," and of the acts amendatory of the same, there is hereby granted by the United States unto the said William Oliver, and to his heirs, the tract of land above described: to have and to hold the said tract, lot, or section of land, with the appurtenances, unto the said William Oliver, and to his heirs and assigns forever.

In testimony whereof, I have caused these letters to be made patent, and the seal of the General Land Office to be hereunto affixed. Given under my hand, at the city of [L. S.] Washington, the sixth day of December, in the year of our Lord, one thousand eight hundred and thirty, and of the independence of the United States of America the fifty-fifth.

ANDREW JACKSON.

By the President:

ELIJAH HAYWARD,

*Commissioner of the General Land Office.*

Recorded in volume 59, page 9—E.

GENERAL LAND OFFICE, *Sept. 3d*, 1839.

I, James Whitcomb, Commissioner of the General Land Office, hereby certify that the within is a true copy of the patent on record in this office.

In testimony whereof, I have hereunto subscribed my name, [L. S.] and caused the seal of this office to be affixed, at the city of Washington, on the day and year above mentioned.

JAS. WHITCOMB.

*Patent to Oliver, No. 278.*

Final Certificate, No. 278.

Andrew Jackson, President of the United States of America, to all to whom these presents, shall come, greeting:

Know ye, that William Oliver, assignee of Martin Baum, who was assignee of John H. Piatt, Gorham A. Worth, Robert Piatt,

and William M. Worthington, having deposited in the General Land Office a certificate of the Register of the Land Office at Wooster, whereby it appears that full payment has been made for the southeast quarter of section three, in township three, in the United States reserve of twelve miles square, on the Miami of Lake Erie, containing one hundred and sixty acres of the lands directed to be sold at Wooster, by the act of Congress, entitled "An act providing for the sale of the lands of the United States in the territory northwest of the Ohio, and above the mouth of Kentucky river," and of the acts amendatory of the same, there is granted by the United States unto the said William Oliver, and to his heirs, lot, or section of land, above described: to have and to hold the said quarter, lot, or section of land, with the appurtenances, unto the said William Oliver, and to his heirs and assigns forever.

In testimony whereof, I have caused the letters to be made patent, and the seal of the General Land Office to be hereunto affixed. Given under my hand, at the city of [L. S.] Washington, this sixth day of December, in the year of our Lord one thousand eight hundred and thirty, and of the independence of the United States of America the fifty-fifth.

ANDREW JACKSON.

By the President:

ELIJAH HAYWARD,

*Commissioner of the General Land Office.*

Recorded in volume 59, page 11—E.

GENERAL LAND OFFICE, *September* 3*d*, 1839.

I, James Whitcomb, Commissioner of the General Land Office, hereby certify, that the within is a true copy of the patent on record in this office.

In testimony whereof, I have hereunto subscribed my name, and caused the seal of this office to be affixed, at the city of [L. S.] Washington, on the day and year above mentioned.

JAS. WHITCOMB.

*Patent to Oliver, No.* 277.—Final certificate, No. 277.

Andrew Jackson, President of the United States of America, to all to whom these presents shall come, greeting:

Know ye, that William Oliver, assignee of Martin Baum, who was assignee of John H. Piatt, Gorham A. Worth, Robert Piatt, and William M. Worthington, having deposited in the General Land Office a certificate of the register of the land office at Wooster, whereby it appears that full payment has been made for the southwest quarter of section two, in township three, in the United States reserve of twelve-miles square on the Miami of Lake Erie, containing one hundred and sixty acres of the lands directed to be sold at Wooster, by the act of Congress entitled "An act providing for the

sale of the lands of the United States in the territory northwest of the Ohio, and above the mouth of Kentucky river," and of the acts amendatory of the same, there is granted by the United States unto the said William Oliver, and to his heirs, lot or section of land above described; to have and to hold the said quarter lot, or section of land, with the appurtenances, unto the said William Oliver, and to his heirs and assigns forever.

In testimony whereof, I have caused these letters to be made patent, and the seal of the General Land Office to be hereunto affixed. Given under my hand, at the city of Washington, this sixth day of December, in the year of our Lord one thousand eight hundred and thirty, and of the independence of the United States of America the fifty-fifth.

[L. s.]

ANDREW JACKSON.

By the President:

ELIJAH HAYWARD,

*Commissioner of the General Land Office.*

Recorded in volume 59, page 12—E.

GENERAL LAND OFFICE, *September 3d*, 1839.

I, James Whitcomb, Commissioner of the General Land Office, hereby certify, that the within is a true copy of the patent on record in this office.

In testimony whereof, I have hereunto subscribed my name, and caused the seal of this office to be affixed, at the city of Washington, on the day and year above mentioned.

[L. s.]

JAS. WHITCOMB.

*Patent to Baum, No.* 272.—Final certificate, No. 271.

Andrew Jackson, President of the United States of America, to all to whom these presents shall come, greeting:

Know ye, that Martin Baum, assignee of William Oliver, having deposited in the General Land Office a certificate of the register of the land office at Wooster, whereby it appears that full payment has been made for fractional section one, in township one, in the United States reserve of twelve-miles square on the Miami of Lake Erie, containing one hundred and twenty acres and fifteen hundredths of an acre of the lands directed to be sold at Wooster, by an act of Congress, entitled "An act providing for the sale of the lands of the United States in the territory northwest of the Ohio, and above the mouth of Kentucky river," and of the acts amendatory of the same, there is granted by the United States unto the said Martin Baum, and to his heirs, the fractional lot or section of land above described; to have and to hold the said fractional lot or section of land, with the appurtenances, unto the said Martin Baum, and to his heirs and assigns forever.

In testimony whereof, I have caused these letters to be made patent, and the seal of the General Land Office to be hereunto affixed. Given under my hand, at the city of Washington, the fourteenth day of December, in the year of our Lord one thousand eight hundred and thirty, and of the independence of the United States of America the fifty-fifth.

[L. s.]

ANDREW JACKSON.

By the President:

ELIJAH HAYWARD,

*Commissioner of the General Land Office.*

Recorded in volume 59, page 15—E.

GENERAL LAND OFFICE, *September 3d*, 1839.

I, James Whitcomb, Commissioner of the General Land Office, hereby certify, that the within is a true copy of the patent on record in this office.

In testimony whereof, I have hereunto subscribed my name, and caused the seal of this [office] to be affixed, the day and year above mentioned.

[L. s.]

JAS. WHITCOMB.

*Letter—C. G. L. Office to W. W. Southgate.*

GENERAL LAND OFFICE, *Sept. 18th*, 1839.

SIR: I have the honor to enclose you herewith, agreeably to your request of the 18th ultimo, certified copies of the following mentioned papers, which appear to be all that are in this office connected with the lands referred to in my letter to you of the 22d of February last, received with your letter above referred to, and herewith returned.

A certified copy of Wooster, Ohio, final certificate, No. 271, and of the patent issued thereon.

A certified copy of Wooster, Ohio, final certificate, No. 272, and of the patent issued thereon.

A certified copy of Wooster, Ohio, final certificate, No. 273, and of the patent issued thereon.

A certified copy of Wooster, Ohio, final certificate, No. 274, patent not issued.

A certified copy of Wooster, Ohio, final certificate, No. 275, patent not issued.

A certified copy of Wooster, Ohio, final certificate, No. 277, and of the patent issued thereon.

A certified copy of Wooster, Ohio, final certificate, No. 278, and of the patent issued thereon.

A certified copy of Wooster, Ohio, final certificate, No. 280, and of the patent issued thereon.

A certified copy of Wooster, Ohio, final certificate, No. 281, and of the patent issued thereon.

A certified copy of relinquishment No. 179.

A certified copy of the assignment from N. Wright to Martin Baum.

A certified copy of the assignment from W. Oliver to Martin Baum.

A certified copy of the assignment from Oliver Spencer to Martin Baum.

A certified copy of the assignment from John H. Piatt and others to Martin Baum.

As there does not appear to be any correspondence on the subject of these cases which would be of service to you, I have declined furnishing copies of any part thereof.

I am, sir, with great respect, your obedient servant,

JAS. WHITCOMB, *Commissioner.*

Hon. W. W. SOUTHGATE, *Covington, Kentucky.*

*Wooster Patent No.* 271, *14th December.—M. Baum, assignee Oliver, tract sec.* 1, *T.* 1—*Miami.*

No. 271, final certificate.—Where no part of the tract has been relinquished, (under the act of Congress of 2d March, 1821.)

LAND OFFICE AT WOOSTER, *Sept. 27th*, 1821.

It is hereby certified, that, pursuant to several acts of Congress providing for the sale of lands of the United States, William Oliver, of Cincinnati, Ohio, on the 21st day of July, 1817, purchased of the register of the land office at Wooster, the lot or fractional section No. 1, in township 1, of the U. S. R., Miami, containing 120 $\frac{15}{100}$ acres, at the rate of 32 dollars and cents per acre; and that, to complete the payment of said lot or fractional section, Martin Baum, assignee of the said William Oliver, has availed himself of the relief granted by the act of Congress, passed on the 2d day of March, 1821, entitled "An act for the relief of the purchasers of the public lands prior to the 1st day of July, 1820." His account for said lot or fractional section has, therefore, been finally settled and closed in the books of this office, as will appear from the following statement thereof:

| | | |
|---|---|---|
| 1817. | DR. | |
| July 21 | To sales of public lands - - - | $3,844 80 |
| 1817. | CR. | |
| July 21 | By cash - - - - - | $961 20 |
| 1821. | | |
| Sept. 27 | By the following sums, transferred from the following tracts (U. States reserve, Miami) relinquished, to wit: Tract | |
| | No. 25, $1,243 66; tract No. 30, $409 48¾— | 1,653 14¾ |
| | 35, 424 59¾; " 37, 352 88½— | 777 48¼ |
| | 38, 452 97 - - - - | 452 97 |
| | | $3,844 80 |

Now therefore, be it known, that on presenting this certificate to the Commissioner of the General Land Office, the said Martin Baum shall be entitled to receive a patent for the lot or fractional section above described.

REASIN BEALL,
*Register of the Land Office.*

GENERAL LAND OFFICE, *September* 13, 1839.

I, James Whitcomb, Commissioner of the General Land Office, do hereby certify, that the within is a true copy of the original on file in this office.

In testimony whereof, I have hereunto subscribed my name
[L. S.] and caused the seal of this office to be affixed, at the city of Washington, on the day and year above written.

JAS. WHITCOMB.

Endorsed as follows: Recorded vol. 59, page 15.

*Wooster.—Patent No.* 272, *lot No.* 3.—*Baum, assignee Oliver.*

No. 272.—Final certificate.—Where no part of the tract has been relinquished, (under the act of Congress of 2d March, 1821.)

LAND OFFICE AT WOOSTER, *September* 27, 1821.

It is hereby certified, that pursuant to several acts of Congress, providing for the sale of lands of the United States, William Oliver, of Cincinnati, Ohio, on the 18th day of July, 1817, purchased of the register of the land office at Wooster, the lot or tract No. 3, U. S. reserve, Miami, containing 154 $\frac{25}{100}$ acres, at the rate of five dollars and 25 cents per acre, and that to complete the payment of said lot or tract, Martin Baum, assignee of the said William Oliver, has availed himself of the relief granted by the act of Congress, passed on the 2d day of March, 1821, entitled "An act for the relief of the purchasers of the public lands prior to the 1st day of July, 1820." His account for said lot or tract has, therefore, been finally settled and closed in the books of this office, as will appear from the following statement thereof:

| | | |
|---|---|---|
| 1817. | DR. | |
| July 18 | To sales of public lands - - - | $809 81 |
| | | $809 81 |
| | CR. | |
| 1817. | | |
| July 18 | By cash - - - - - | $202 45¼ |
| 1821. | | |
| Sept. 27 | By the following sums transferred from the following tracts (U. S. reserve, Miami,) relinquished, to wit: | |
| | From tract No. 38 - - - | 424 86¾ |
| | Do 67 - - - | 182 49 |
| | | $809 81 |

Now, therefore, be it known, that on presenting this certificate to the Commissioner of the General Land Office, the said Martin Baum, of Cincinnati, Ohio, shall be entitled to receive a patent for the lot or tract above described.

REASIN BEALL,
*Register of the Land Office.*

Endorsed as follows: For a valuable consideration, I hereby assign to William Oliver, his heirs and assigns, all my right, title, claim, interest, and demand of, in, and to the within described tract of land.

In witness whereof, I have hereunto set my hand, the second day of December, 1828.

MARTIN BAUM.

Witness: JACOB BAUM.

Acknowledged in the presence of
PEYTON S. SYMMES, *Reg'r L. O. C.*

GENERAL LAND OFFICE, *September* 13, 1839.

I, James Whitcomb, Commissioner of the General Land Office, do hereby certify, that the within are true copies of the originals on file in this office.

In testimony whereof, I have hereunto subscribed my name, [L. S.] and caused the seal of this office to be affixed, at the city of Washington, on the day and year above written.

JAS. WHITCOMB.

Recorded vol. 59, page 9.

*Wooster.—Patent No.* 273, *lot No.* 4.—*Baum, assignee Oliver.*

No. 273.—Final certificate.—Where no part of the tract has been relinquished, (under *of* the act of Congress of 20th March, 1821.)

LAND OFFICE AT WOOSTER, *September* 27, 1821.

It is hereby certified, that pursuant to several acts of Congress, provided for the sale of lands of the United States, William Oliver, of Cincinnati, Ohio, on the 18th day of July, 1817, purchased of the register of the land office at Wooster, the lot or tract No. 4, U. S. reserve, Miami, containing 143 $\frac{25}{100}$ acres, at the rate of two dollars and 25 cents per acre; and that to complete the payment of said lot or tract, Martin Baum, assignee of said William Oliver, has availed himself of the relief granted by the act of Congress, passed on 2d day of March, 1821, entitled "An act for the relief of the purchasers of the public lands prior to the 1st day of July, 1820." His account for said lot or tract has, therefore, been finally settled and closed on the books of this office, as will appear from the following statement thereof:

| | | |
|---|---|---|
| | Dr. | |
| 1817. | | |
| July 18 | To sales of public lands - - - | $322 31 |
| | | $322 31 |
| | Cr. | |
| 1817. | | |
| July 18 | By cash - - - - - | $80 57¾ |
| 1821. | | |
| Sept. 27 | By this sum transferred from tract No. 67, (in the United States reserve, Miami,) relinquished - - - - | 241 73¼ |
| | | $322 31 |

Now, therefore, be it known, that on presenting this certificate to the Commissioner of the General Land Office, the said Martin Baum, of Cincinnati, Ohio, shall be entitled to receive a patent for the lot or tract above described.

REASIN BEALL,
*Register of the Land Office.*

Endorsed as follows: For a valuable consideration, I hereby assign to William Oliver, his heirs and assigns, all my right, title, interest, claim, and demand of, in, and to the within described tract of land.

In witness whereof, I have hereunto set my hand, the second day of December, 1828.

MARTIN BAUM.

Witness: Jacob Baum.

Acknowledged in the presence of
PEYTON S. SYMMES, *Reg'r L. O. C.*

General Land Office, *September* 13, 1839.

I, James Whitcomb, Commissioner of the General Land Office, do hereby certify, that the above and within are true copies of the originals on file in this office.

In testimony whereof, I have hereunto subscribed my name, [L. s.] and caused the seal of this office to be affixed, at the city of Washington, on the day and year above written.

JAS. WHITCOMB.

Recorded vol. 59, page 10.

*Wooster.—Patent No.* 274, *lot* 86.—*Baum, assignee Piatt, &c.*

No. 274.—Final certificate.—Where no part of the tract has been relinquished, (under the act of Congress of 2d March, 1821.)

Land Office at Wooster, *Sept.* 27, 1821.

It is hereby certified, that pursuant to several acts of Congress, providing for the sale of lands of the United States, John H. Piatt,

Gorham A. Worth, Robert Piatt, and William M. Worthington, of Cincinnati, Ohio, on the 19th day of July, 1817, purchased of the register of the land office at Wooster, the lot or tract 86, U. S. reserve, Miami, containing one hundred and eighty-one acres, at the rate of two dollars and 75 cents per acre; and that to complete the payment of said lot or tract, Martin Baum, assignee of the said purchasers, has availed himself of the relief granted by the act of Congress, passed on the 2d day of March, 1821, entitled "An act for the relief of the purchasers of the public lands, prior to the first day of July, 1820." His account for said lot or tract, section, has therefore been finally settled and closed in the books of this office, as will appear from the following statement thereof:

| | | |
|---|---|---|
| | Dr. | |
| 1817. July 19 | To sales of public lands - - - | $497 75 |
| | | $497 75 |
| | Cr. | |
| 1817. July 19 | By cash - - - - - | $124 43¾ |
| 1821. Sept. 27 | By this sum transferred from tract No. 67, (United States reserve, Miami,) relinquished - - - - - | 373 31¼ |
| | | $497 75 |

Now, therefore, be it known, that on presenting this certificate to the Commissioner of the General Land Office, the said Martin Baum, of Cincinnati, Ohio, shall be entitled to receive a patent for the lot or tract above described.

REASIN BEALL,
*Register of the Land Office.*

General Land Office, *September* 13, 1839.

I, James Whitcomb, Commissioner of the General Land Office, do hereby certify, that the within is a true copy of the original on file in this office.

In testimony whereof, I have hereunto subscribed my name, [L. s.] and caused the seal of this office to be affixed, at the city of Washington, on the day and year above written.

JAS. WHITCOMB.

For value received, I hereby assign unto William Oliver, of Cincinnati, all my right and claim to the lot or tract of land No. 86, United States reserve, Miami, in the district of Wooster, containing 181 acres, as described in the annexed final certificate No. 274, is-

sued to me as assignee of John H. Piatt, Gorham A. Worth, Robert Piatt, and William M. Worthington.

Witness my hand, this first day of December, 1829.

MARTIN BAUM.

Test: JOSEPH H. BERRY.

Acknowledged in the presence of

PEYTON S. SYMMES,
*Register, Land Office, Cincinnati.*

Transfer to M. Baum, filed with relinquishment No. 179.

W. S. SMITH.

GENERAL LAND OFFICE, *5th January*, 1831.

GENERAL LAND OFFICE,
*September 13th* 1839.

I, James Whitcomb, Commissioner of the General Land Office, do hereby certify that the within is a true copy of the original on file in this office.

In testimony whereof, I have hereunto subscribed my name, [L. S.] and caused the seal of this office to be affixed, at the city of Washington, on the day and year above written.

JAS. WHITCOMB.

*Wooster.—Patent No. 275, lot 87.—Baum, assignee Piatt, &c.*

No. 275.—Final certificate.—Where no part of the tract has been relinquished (under the act of Congress of 2d March, 1821.)

LAND OFFICE AT WOOSTER,
*September 27th*, 1821.

It is hereby certified, that pursuant to several acts of Congress providing for the sale of lands of the United States, John H. Piatt, Gorham A. Worth, Robert Piatt, and William M. Worthington, Cincinnati, Ohio, on the 19th day of July, 1817, purchased of the register of the land office at Wooster, the lot or tract No. 87, U. S. reserve, Miami, containing ninety-three acres, at the rate of two dollars and 15 cents per acre; and that to complete the payment of said lot or tract, Martin Baum, assignee of the said purchasers, has availed himself of the relief granted by the act of Congress passed on the 2d day of March, 1821, entitled an "Act for the relief of the purchasers of the public lands prior to the 1st day of July, 1820." His account for said lot or tract has, therefore, been finally settled and closed in the books of this office, as will appear from the following statement thereof:

| | | |
|---|---|---|
| 1817. | Dr. | |
| July 19 | To sales of public lands - - - Acres, 93.00. | $199 95 |
| | | $199 95 |
| | Cr. | |
| 1817. | | |
| July 19 | By cash - - - - - | $49 98¾ |
| 1821. | | |
| Sept. 27 | By the following sums transferred from the following tracts (United States reserve, Miami) relinquished, to wit: | |
| | From tract No. 67 - - - - | 9 78½ |
| | " " 79 - - - - | 140 17¾ |
| | | $199 95 |

Now, therefore, be it known, that on presenting this certificate to the Commissioner of the General Land Office, the said Martin Baum, of Cincinnati, Ohio, shall be entitled to receive a patent for the lot or tract above described.

REASIN BEALL,
*Register of the Land Office.*

General Land Office,
*September 13th*, 1839.

I, James Whitcomb, Commissioner of the General Land Office, do hereby certify that the within is a true copy of the original on file in this office.

In testimony whereof, I have hereunto subscribed my name, [L. S.] and caused the seal of this office to be affixed, at the city of Washington, on the day and year above written.

JAS. WHITCOMB.

For value received, I hereby assign unto William Oliver, of Cincinnati, all my right and claim to the lot or tract of land No. 87, United States reserve, Miami, in the district of Wooster, containing 93 acres, as described in the annexed final certificate, No. 275, issued to me as assignee of John H. Piatt, Gorham A. Worth, Robert Piatt, and William M. Worthington.

Witness my hand, this first day of December, 1829.

MARTIN BAUM.

Test: Joseph H. Berry.

Acknowledged in the presence of

PEYTON S. SYMMES,
*Register, Land Office, Cincinnati.*

Transfer to M. Baum, filed with relinquishment No. 179.

W. S. SMITH.

GENL. LAND [OFFICE,] *5th January*, 1831.

GENERAL LAND OFFICE, *September 13th*, 1839.

I, James Whitcomb, Commissioner of the General Land Office, do hereby certify that the within is a true copy of the original on file in this office.

In testimony whereof, I have hereunto subscribed my name, [L. S.] and caused the seal of this office to [be] affixed, at the city of Washington, on the day and year above written.

JAS. WHITCOMB.

*Wooster.—Patent No. 277.—Baum, assignee Piatt, &c., S. W. 2, 3, Miami.*

No. 277.—Final certificate.—Where no part of the tract has been relinquished, under the act of Congress of 2d March, 1821.

LAND OFFICE AT WOOSTER, *September 27th*, 1821.

It is hereby certified, that pursuant to several acts of Congress providing for the sale of lands of the United States, John H. Piatt, Gorham A. Worth, Robert Piatt, and William M. Worthington, [of] Cincinnati, Ohio, on the 21st day of July, 1817, purchased of the register of the land office at Wooster, the lot or southwest quarter-section No. 2, in township No. 3, United States reserve, Miami, containing one hundred and sixty [acres,] at the rate of two dollars and forty cents per acre; and that to complete the payment of said lot or quarter-section, Martin Baum, assignee of said purchasers, has availed himself of the relief granted by the act of Congress passed on the 2d day of March, 1821, entitled an "Act for the relief of the purchasers of the public lands prior to the 1st day of July, 1820." His account for said lot or quarter-section has, therefore, been finally settled and closed in the books of this office, as will appear from the following statement thereof:

| | | |
|---|---|---|
| | DR. | |
| 1817. July 21 | To sales of public lands - - - | $384 00 |
| | | $384 00 |
| | CR. | |
| 1817. July 21 | By cash - - - - - | $96 00 |
| 1821. Sept. 27 | By this sum transferred from tract No. 60, U. States reserve, Miami, relinquished - | 288 00 |
| | | $384 00 |

Now, therefore, be it known, that on presenting this certificate to the Commissioner of the General Land Office, the said Martin Baum, of Cincinnati, Ohio, shall be entitled to receive a patent for the lot or quarter-section above described.

REASON BEALL,
*Register of the Land Office.*

Endorsed as follows:

For a valuable consideration, I hereby assign to William Oliver, his heirs and assigns, all my right, title, interest, claim, and demand of, in, and to, the within described tract of land.

In witness whereof, I have hereunto set my hand the second day of December, 1828.

MARTIN BAUM.

Witness: JACOB BAUM.

Acknowledged in the presence of

PEYTON S. SYMMES,
*Reg. L. O., Cincinnati.*

GENERAL LAND OFFICE,
*September 13th*, 1839.

I, James Whitcomb, Commissioner of the General Land Office, do hereby certify that the above and within are true copies of the originals on file in this office.

In testimony whereof, I have hereunto subscribed my name, [L. S.] and caused the seal of this office to be affixed, at the city of Washington, on the day and year above written.

JAS. WHITCOMB.

Recorded, vol. 59, page 12.

*Wooster.—Patent No.* 278.—*Baum, assignee, Piatt, &c., S. E.* 3, 3, *Miami.*

No. 278.—Final certificate—Where no part of the tract has been relinquished, under the act of Congress of 2d March, 1821.

LAND OFFICE AT WOOSTER,
*September 27th*, 1821.

It is hereby certified, that pursuant to several acts of Congress, providing for the sale of lands of the United States, John H. Piatt, Gorham A. Worth, Robert Piatt, and William M. Worthington, [of] Cincinnati, Ohio, on the 21st day of July, 1817, purchased of the register of the land office at Wooster, the lot or southeast quarter-section No. 3, in township No. 3, Miami, containing one hundred and sixty acres, at the rate of two dollars and cents per acre; and that to complete the payment of said lot or quarter-section, Martin Baum, assignee of said purchasers, has availed himself of the relief granted by the act of Congress, passed on the 2d day of March, 1821, entitled "An act for the relief of the purchasers of the public lands prior to the 1st day of July, 1820." His ac-

count for said lot or quarter-section has, therefore, been finally settled and closed in the books of this office, as will appear from the following statement thereof:

| | | |
|---|---|---|
| | Dr. | |
| 1817. | | |
| July 21 | To sales of public lands - - - | $320 00 |
| | Cr. | |
| 1817. | | |
| July 21 | By cash - - - - - - | 80 00 |
| 1821. | | |
| Sept. 27 | By the following sums transferred from the following tracts (United States reserve, Miami) relinquished, to wit: | |
| | S. ½ S. 14, T. 2 - - - - | 107 83 |
| | S. W. ¼ S. 9, T. 3 - - - - | 80 00 |
| | Tract No. 60 - - - - | 52 17 |
| | | $320 00 |

Now, therefore, be it known, that on presenting this certificate to the Commissioner of the General Land Office, the said Martin Baum, of Cincinnati, Ohio, shall be entitled to receive a patent for the lot or quarter-section above described.

REASIN BEALL,
*Register of the Land Office.*

Endorsed as follows: Rec'd vol. 59, p. 11.

General Land Office, *September 13th*, 1839.

I, James Whitcomb, Commissioner of the General Land Office, do hereby certify that the within is a true copy of the original on file in this office.

In testimony whereof, I have hereunto subscribed my name, [L. S.] and caused the seal of this office to be affixed, at the city of Washington, on the day and year above mentioned.

JAS. WHITCOMB.

For value received, I hereby assign unto William Oliver, of Cincinnati, all my right and claim to the southeast quarter of section No. 3, in township No. 3, in the Miami reservation, paid for in full, per final *certificate No.* 278, dated "Land Office at Wooster, Sept. 27, 1821."

Witness my hand, this 9th day of August, 1830.

MARTIN BAUM.

Witness: J. W. Bowers.

Signed and acknowledged in the presence of

PEYTON S. SYMMES,
*Register Land Office, Cincinnati.*

GENERAL LAND OFFICE,
*September* 13*th*, 1839.

I, James Whitcomb, Commissioner of the General Land Office, do hereby certify that the within is a true copy of the original on file in this office.

In testimony whereof, I have hereunto subscribed my name, [L. S.] and caused the seal of this office to be affixed, at the city of Washington, on the day and year above written.

JAS. WHITCOMB.

*Wooster.—Patent No.* 280—*Baum, assignee Piatt, S. W.* 3, 3.

No. 280.—Final certificate—Where no part of the tract has been relinquished, (under the act of Congress of 2d March, 1821.)

LAND OFFICE, WOOSTER,
*September* 27*th*, 1821.

It is hereby certified, that, pursuant to several acts of Congress providing for the sale of lands of the United States, John H. Piatt, Gorham A. Worth, Robert Piatt, and Wm. M. Worthington, Cincinnati, Ohio, on the 21st day of July, 1817, purchased of the register of the land office at Wooster the lot, or northwest quarter-section No. 3, in township No. 3, Miami, containing one hundred and sixty acres, at the rate of two dollars and cents per acre; and that, to complete the payment of said lot or quarter-section, Martin Baum, assignee of said purchasers, has availed himself of the relief granted by the act of Congress passed on the 2d day of March, 1821, entitled an "Act for the relief of the purchasers of the public lands prior to the 1st day of July, 1820." His account for said lot or quarter-section has, therefore, been finally settled and closed in the books of this office, as will appear from the following statement thereof:

| | | |
|---|---|---|
| | DR. | |
| 1817. July 21 | To sales of public lands - - - - | $320 00 |
| | CR. | |
| 1817. July 21 | By cash - - - - - - | 80 00 |
| 1821. Sept. 27 | By this sum transferred from tract No. 60, (United States reserve, Miami,) relinquished - - - - - - | 240 00 |
| | | $320 00 |

Now, therefore, be it known, that on presenting this certificate to the Commissioner of the General Land Office, the said Martin Baum, of Cincinnati, Ohio, shall be entitled to receive a patent for the lot or quarter-section above described.

REASIN BEALL,
*Register of the Land Office.*

Endorsed as follows:

For a valuable consideration, I hereby assign to William Oliver, his heirs and assigns, all my right, title, interest, claim, and demand, of, in, and to the within described tract of land.

In witness whereof, I have hereunto set my hand, the second day of December, 1828.

MARTIN BAUM.

Witness: JACOB BAUM.

Acknowledged in the presence of

PEYTON S. SYMMES,
*Register L. O. C.*

Rec'd vol. 59, page 13.

GENERAL LAND OFFICE,
*September 13th*, 1839.

I, James Whitcomb, Commissioner of the General Land Office, do hereby certify that the above and within are true copies of the originals on file in this office.

In testimony whereof, I have hereunto subscribed my name, [L. S.] and caused the seal of this office to be affixed, at the city of Washington, on the day and year above written.

JAS. WHITCOMB.

*Wooster.—Patent No.* 281—*Baum, assignee Piatt, &c.—S. W.* ¼ 3, 3, *Miami.*

No. 281.—Final certificate—Where no part of the tract has been relinquished, (under the act of Congress of 2d March, 1821.)

LAND OFFICE AT WOOSTER,
*September 27th*, 1821.

It is hereby certified, that, pursuant to several acts of Congress providing for the sale of lands of the United States, John H. Piatt, Gorham A. Worth, Robert Piatt, and William Worthington, Cincinnati, Ohio, on the 21st day of July, 1817, purchased of the register of the land office at Wooster the lot, or southwest quarter-section No. 3, in township No. 3, Miami, containing one hundred and sixty acres, at the rate of two dollars and cents per acre; and that, to complete the payment of said lot or quarter-section, Martin Baum, assignee of the said purchasers, has availed himself of the relief granted by the act of Congress passed on the 2d day of March, 1821, entitled an "Act for the relief of the purchasers of the public lands prior to the 1st day of July, 1820." His account

for said lot or quarter-section has, therefore, been finally settled and closed in the books of this office, as will appear from the following statement thereof:

| | | |
|---|---|---|
| | Dr. | |
| 1817. July 21 | To sales of public lands - - - | $320 00 |
| | Cr. | |
| 1817. July 21 | By cash - - - - - | 80 00 |
| 1821. Sept. 27 | By this sum transferred from tract No. 60, $4 83; tract 63, $235 17; Miami—relinquished - - - - - | 240 00 |
| | | $320 00 |

Now, therefore, be it known, that on presenting this certificate to the Commissioner of the General Land Office, the said Martin Baum, of Cincinnati, Ohio, shall be entitled to receive a patent for the lot or section above described.

REASIN BEALL,
*Register of the Land Office.*

Endorsed as follows:

For a valuable consideration, I hereby assign to William Oliver, his heirs and assigns, all my right, title, interest, claim, and demand, of, in, and to the within described tract of land.

In witness whereof, I have hereunto set my hand, the second day of December, 1828.

MARTIN BAUM.

Witness: Jacob Baum.

Acknowledged in the presence of

PEYTON S. SYMMES,
*Register Land Office, Cincinnati.*

General Land Office,
*September 13th*, 1839.

I, James Whitcomb, Commissioner of the General Land Office, do hereby certify that the within and above are true copies of the original on file in this office.

In testimony whereof, I have hereunto subscribed my name, [L. s.] and caused the seal of this office to be affixed, at the city of Washington, on the day and year above written.

JAS. WHITCOMB.

Rec'd vol. 59, page 14

*Power of attorney—Baum to Williams.*

Know all men by these presents, that I, Martin Baum, of Cincinnati, and State of Ohio, have made, ordained, constituted, and appointed Micajah T. Williams, of the same place, my true and lawful attorney, for me and in my name, to sign and file, with the register of the land office at Wooster, in the said State of Ohio, a relinquishment and declaration, in due form, of any section, half section, quarter-section, half-quarter-section, fractional section, legal subdivision of any fractional section, tract, or lot of land, and in and out-lots, in the towns of Perrysburgh and Croghansville, the payment of which has not been completed, held by me, and purchased at the said land office at Wooster; and to make and execute all acts of relinquishment or declaration thereof which may be required of me to make and execute to entitle me to the benefits of the provisions of the act of Congress, passed the 2d day of March, 1821, entitled "An act for the relief of the purchasers of the public lands prior to the first day of July, 1820;" and also to execute such declaration as shall be necessary to secure to the purchasers of lots, in the town of Sandusky, (a part of which is laid out on tract or lot No. ten, within the United States reserve of two miles square on the Sandusky river,) and also in the town of Maumee, which is laid out on fraction No. one, of town. No. one, in the United States reserve of twelve miles square, on the Miami river of Lake Erie, the benefit of the fifth section of the act aforesaid; with power to the said attorney to substitute an attorney or attorneys under him for the purpose aforesaid, and to do all lawful acts for effecting the premises—hereby ratifying and confirming whatever he, the said attorney, substitute, or substitutes, shall or may lawfully do, or cause to be done therein, by virtue of these presents.

In witness whereof, I, the said Martin Baum above named, have hereunto set my hand and affixed my seal, this eighteenth day of September, in the year of our Lord one thousand eight hundred and twenty-one.

MARTIN BAUM. [L. S.]

Signed, sealed, and delivered, in presence of
O. M. SPENCER.

Acknowledged before the undersigned, mayor of the city of Cincinnati, Sept. 18, 1821.

[L. S.] In testimony whereof, I have hereunto subscribed my name and affixed the seal of said city, the day and year above.

ISAAC G. BURNET, *Mayor.*

GENERAL LAND OFFICE, *May* 27, 1840.

I, James Whitcomb, Commissioner of the General Land Office, do hereby certify that the aforegoing is a true copy of the original on file in this office.

In testimony whereof, I have hereunto subscribed my name, and [L. S.] caused the seal of this office to be affixed, at the city of Washington, on the day and year above written.

JAS. WHITCOMB, *Commissioner.*

GENERAL LAND OFFICE, *March* 26, 1840.

SIR: I have the honor to return herewith the letter from Mr. Canby received in yours of the 10th inst., and in compliance with his request to enclose a certified copy of the letter from Martin Baum to this office, dated on the 20th July, 1827. The other papers to which he refers, to wit: "a caveat signed by Robert Piatt and Wm. M. Worthington against issuing a patent to Oliver," and a "power of attorney from Martin Baum to Micajah T. Williams," appear to have been withdrawn from their files, and cannot at this time be found. The search for them will be continued; and, when found, certified copies will be transmitted to you.

With great respect, I am, sir,

Your obedient servant,

JAS. WHITCOMB, *Commissioner.*

The Hon. WILLIAM O. BUTLER,
*House of Representatives.*

*Relinquishment No.* 179.—Relinquishment No. 179.

I, Martin Baum, of Cincinnati, assignee of William Oliver in his own right, and as assignee of Joseph and Samuel Vance; assignee of Joseph Vance in his own right, and as assignee of Samuel Vance; assignee of John H. Piatt, Gorham A. Worth, Robert Piatt, and William M. Worthington, by my attorney in fact, Micajah T. Williams, do hereby declare my consent to the provisions of the act of Congress, passed on the 2d day of March, 1821, entitled "An act for the relief of the purchasers of the public lands prior to the first day of July, 1820;" and wishing to avail myself of the relief granted by the first section of the said act, I do hereby relinquish to the United States all my right and title to, and interest in, the following described tracts, and legal subdivisions of tracts, of land (the payment of which has not been completed) held by me as assignee aforesaid, and purchased in the district of lands offered for sale at Wooster, viz:

| Date of purchase. | Original number. | Certificate herewith surrendered. Date. | Tract or legal subdivision relinquished, &c.—Sec. Township. |
|---|---|---|---|
| 18 July, 1817 | 4844 | 18 July, 1817 | Tract No. 1, United States reserve, Miami. |
| 18 July, 1817 | 4835 | 18 July, 1817 | " 2 " " |
| 18 July, 1817 | 5064 | 24 July, 1817 | " 10 " " |
| " | 5066 | " | " 12 " " |
| " | 5065 | " | " 13 " " |
| 19 July, 1817 | 5077 | 25 July, 1817 | " 24 " " |
| " | 5076 | " | " 25 " " |
| " | 5075 | " | " 30 " " |
| " | 5083 | " | " 35 " " |
| " | 5081 | " | " 37 " " |
| " | 5079 | " | " 38 " " |
| " | 5082 | " | " 67 " " |
| " | 5080 | " | " 79 " " |
| 21 July, 1817 | 4885 | 21 July, 1817 | N. E. qr. sec. 27, T. 3 " " |
| " | 4903 | " | S. E. " 9 1 " " |
| " | 4902 | " | N. W. " 29 1 " " |
| 22 July, 1817 | 4913 | 22 July, 1817 | S. E. " 9 3 " " |
| 24 July, 1817 | 5022 | 24 July, 1817 | N. W. " 17 3 " " |
| " | 5022 | " | N. E. " 33 2 " " |
| " | 5020 | " | S. W. " 27 2 " " |
| " | 5019 | " | S. E. " 22 2 " " |
| " | 5018 | " | N. W. " 23 2 " " |
| " | 5017 | " | S. half " 14 2 " " |
| 23 July, 1817 | 5009 | 23 July, 1817 | S. W. " 9 3 " " |
| 24 July, 1817 | 5063 | 24 July, 1817 | Tract No. 60 " " |
| 19 July, 1817 | 4844 | 19 July, 1817 | " 63 " " |

And request that the sums paid on account of the purchase money of said *lands relinquished*, be transferred and applied towards completing the payment of the following described tracts and legal subdivisions of a tract of *land not relinquished*, (the payment of which has not been completed,) held by me, and purchased as aforesaid, viz:

| Date of purchase. | Original number. | Certificate herewith surrendered. Date. | Tract or legal subdivisions not relinquished, &c. |
|---|---|---|---|
| 12 July, 1817 | 5067 | 24 July, 1817 | Tract No. 10, United States reserve, Sandusky. |
| 11 July, 1817 | 5069 | " | " 4 " " |
| 21 July, 1817 | 4904 | 21 July, 1817 | Fraction of sec. No. 1, T. 1, United States reserve, Miami. |
| 18 July, 1817 | 4834 | 18 July, 1817 | Tract No. 3 " " |
| " | 4833 | " | " 4 " " |
| 19 July, 1817 | 4862 | 19 July, 1817 | " 86 " " |
| " | 4861 | " | " 87 " " |
| " | 5078 | 25 July, 1817 | " 36 " " |
| 21 July, 1817 | 4883 | 21 July, 1817 | S. W. qr. sec. 2, T. 3 " " |
| " | 4882 | " | S. E. " 3 3 " " |
| " | 4879 | " | N. W. " 2 3 " " |
| " | 4880 | " | N. W. " 3 3 " " |
| " | 4881 | " | S. W. " 3 3 " " |
| 12 July, 1817 | 5068 | 24 July, 1817 | Tract No. 11, United States reservation, Sandusky. |



926 719

And do hereby further request that if, after the transferring and applying of the said sums as requested, there shall be any balance (exclusive of interest accrued) due, or to become due, from me, as assignee, on account of the purchase money of any part of said land not relinquished, I may have further credit on the same, according to the provisions of the 3d section of the act of Congress aforesaid.

In testimony whereof, I have hereunto set my hand and seal, this twenty-seventh day of September, 1821.

MARTIN BAUM, [L. S.]
By M. T. WILLIAMS,
*His attorney in fact.*
R. BEALL, *Register.*

GENERAL LAND OFFICE, *September 13th*, 1839.

I, James Whitcomb, Commissioner of the General Land Office, do hereby certify that the foregoing, on pages one and two, is a true copy of the original on file in this office.

In testimony whereof, I have hereunto subscribed my name, [L. S.] and caused the seal of this office to be affixed, at the city of Washington, on the day and year above written.

JAS. WHITCOMB.

Endorsed as follows:

Final certificates from 269 to 281, inclusive, are issued and transmitted to Martin Baum at his request. The enclosed transfers relat[ing] to them, are forwarded to General Land Office for the purpose of showing the correctness of this relinquishment and of granting patents when certificates .

*N. Wright to Baum.—Transfer of Lot No.* 1.

For value received, I hereby assign unto Martin Baum, all my right, title, interest, and claim of, in, and to the lot or tract of land described in the certificate hereunto annexed, being numbered 4844, and dated 18th day of July, 1817, issued by the register of the land office at Wooster to John H. Piatt, Gorham A. Worth, Robt. Piatt, and William M. Worthington, and which lot or tract is situate on the Miami river of Lake Erie, and within the U. States reserve of twelve miles square, and distinguished on the plat of surveys thereof by the number one, containing two hundred and one acres and fifty hundredths.

In witness whereof, I have hereunto set my hand, and affixed my seal, the fourteenth day of September, in the year of our Lord 1821.

NATH'L WRIGHT. [L. S.]

Attest: ISAAC G. BURNET.

Acknowledged before the undersigned, mayor of the city of Cincinnati, September 18, 1821.

In testimony whereof, I hereunto subscribed my name, and
[L. S.] affixed the seal of said city, the day and year above.
ISAAC BURNET, *Mayor.*

GENERAL LAND OFFICE, *September* 13*th*, 1839.

I, James Whitcomb, Commissioner of the General Land Office, do hereby certify that the within is a true copy of the original on file in this office.

In testimony whereof, I have hereunto subscribed my name,
[L. S.] and caused the seal of this office to be affixed, at the city of Washington, on the day and year above written.
JAS. WHITCOMB.

*Transfer—Oliver to Baum.*

Whereas, the register of the land office at Wooster, in the month of July, in the year one thousand eight hundred and seventeen, did grant certificates to William Oliver, of Cincinnati, Ohio, wherein it is certified that the said William Oliver, or his legal representative, upon the condition therein contained, shall be entitled to patents for the fraction of section No. *one*, in township No. ONE, and for lot or tract No. thirty-six, within the United States reseive of twelve miles square, at the lower rapids of the river Miami of Lake Erie; also, *also* for lots or tracts No. ten and No. four, in the United States reserve of two miles square, at the lower rapids of the Sandusky river; also, for lots or tracts numbered *three* and *four*, within the United States reserve of twelve miles square, on the Miami river of Lake Erie. Now, know all men by these presents, that I, the said William Oliver, for and in consideration of the sum of one thousand dollars, to me in hand paid (the receipt whereof is hereby acknowledged) by Martin Baum, of Cincinnati aforesaid, have granted, bargained and sold, assigned, transferred, and set over, and by the[se] presents, doth grant, bargain, sell, assign, transfer, and set over, unto the said Martin Baum, and to his heirs and assigns forever, all my right to the certificates aforesaid, and all the benefit and advantage that may be had or obtained by reason or means of the same.

In testimony whereof, I, the said William Oliver, have hereunto set my hand and seal, this fifteenth day of September, in the year 1821. The words "and for lot or tract No. thirty-six," were interlined before signed; also the word "*four.*"

WILL. OLIVER. [L. S.]

Signed, sealed, and delivered in presence of
ISAAC G. BURNET,
M. T. WILLIAMS.

THE STATE OF OHIO, *city of Cincinnati, ss:*

Before the subscriber, mayor of the city of Cincinnati aforesaid, personally came William Oliver, the grantor in the within trans-

fer named, and acknowledged the same to be his voluntary act and deed for the uses and purposes therein mentioned.

In testimony whereof, I have hereunto set my name, and [L. S.] affixed the seal of said city, this seventeenth day of September, eighteen hundred and twenty-one.

ISAAC G. BURNET, *Mayor.*

GENERAL LAND OFFICE, *Sept. 13th*, 1839.

I, James Whitcomb, Commissioner of the General Land Office, do hereby certify that the within and above is a true copy of the original on file in this office.

In testimony whereof, I have hereunto subscribed my name, [L. S.] and caused the seal of this office to be affixed, at the city of Washington, on the day and year above written.

JAS. WHITCOMB.

Endorsed as follows:

Patents issued on final certificates Nos. 276, Oct. 1825; 1,024, June, 1825; 273, Dec. 1830; 272, Dec. 1830; 1,595, 6 March, 1834.

*O. Spencer to Baum—transfer tract No. 2.*

For value received, I hereby assign unto Martin Baum all my right, title, interest and claim of, in, or to the lot or tract of land described in the certificate hereunto annexed, being numbered 4,835, and dated the 18th day of July, 1817, issued by the register of the land office at Wooster to John H. Piatt, Garsham A. Worth, Robert Piatt, and William M. Worthington, which lot or tract is situate on the Miami river of Lake Erie, and within the United States reserve of 12 miles square, and distinguished on the plat of surveys thereof by the number two, containing two hundred acres.

In witness whereof, I have hereunto set my hand, and [L. S.] affixed my seal, the fifteenth day of September, in the year of our Lord 1821.

O. SPENCER.

Attest: ISAAC G. BURNET.

Acknowledged before the undersigned, mayor of the city of Cincinnati, September 18, 1821.

In testimony whereof, I have hereunto subscribed my name, [L. S.] and affixed the seal of said city, the day and year above.

ISAAC G. BURNET, *Mayor.*

GENERAL LAND OFFICE, *Sept. 13th*, 1839.

I, James Whitcomb, Commissioner of the General Land Office, do hereby certify that the within is a true copy of the original on file in this office.

In testimony whereof, I have hereunto subscribed my name, [L. S.] and caused the seal of this office to be affixed, at the city of Washington, on the day and year above written.

JAS. WHITCOMB.

*Transfer—J. H. Piatt and others to Baum.*

Whereas, the register of the land office at Wooster, in the the month of July, one thousand eight hundred and seventeen, did grant certificates to John H. Piatt, Gorham A. Worth, Robt. Piatt, and William M. Worthington, of Cincinnati, Ohio, wherein it is certified that the said John, Gorham, Robert, and William, or their legal representatives, upon the condition therein contained, shall be entitled to patents for lots or tracts numbered *one*, *two*, *eighty-six* and *eighty-seven*, and for the southwest quarter of section number *three*, in township No. *three;* the northwest quarter of section No. three, in township No. *three;* the northwest quarter of section No. *two*, in township No. *three;* the southeast quarter of section No. *three*, in township No. *three;* and the southwest quarter of section No. *two*, in township No. *three*, within the United States reserve of twelve miles square, at the lower rapids of the river Miami of Lake Erie. Now, know all men by these presents, that the above named John H. Piatt, Gorham A. Worth, Robt. Piatt, and William M. Worthington, for and in consideration of the sum of three thousand dollars to them in hand paid by Martin Baum, of Cincinnati, the receipt whereof is hereby acknowledged, have granted, bargained, and sold, assigned, transferred, and set over, and by these presents do grant, bargain, sell, assign, transfer, and set over, unto the said Martin Baum and to his heirs and assigns forever, all their right to the certificates aforesaid, and all the benefit and advantages that may be had or obtained by reason or means of the same.

In testimony whereof, the said John H. Piatt, Gorham A. Worth, Robert Piatt, and William M. Worthington, have hereunto set their hands and seals, this seventeenth day of September, 1821.

JOHN H. PIATT, [SEAL.]
ROBT. PIATT, [SEAL.]
G. A. WORTH, [SEAL.]
WM. M. WORTHINGTON. [SEAL.]

Signed, sealed, and delivered in presence of
ISAAC G. BURNET, M. T. WILLIAMS.

THE STATE OF OHIO, *city of Cincinnati, ss:*

Before the subscriber, mayor of the city of Cincinnati aforesaid, personally came John H. Piatt, Robert Piatt, Gorham A. Worth, and William M. Worthington, the grantors in the foregoing transfer named, and acknowledged the same to be their voluntary act and deed, for the uses and purposes therein mentioned.

In testimony whereof, I have hereunto subscribed my name, [L. S.] and affixed the seal of said city, this seventeenth day of September, 1821. ISAAC G. BURNET, *Mayor.*

GENERAL LAND OFFICE, *September* 13*th*, 1839.

I, James Whitcomb, Commissioner of the General Land Office, do hereby certify that the above and within is a true copy of the original on file in this office.

In testimony whereof, I have hereunto subscribed my name, [L. S.] and caused the seal of this office to be affixed at the city of Washington, on the day and year above written.

JAS. WHITCOMB.

And afterwards, to wit, at the July term of said court, which was begun and held on the fifth day of July, anno domini one thousand eight hundred and forty-one, to wit, on the eighth day of July, came the parties, by their attorneys; and, on motion, this case is continued, and time is given to the parties to file exceptions to the master's report, until the first day of October next.

And afterwards, to wit, on the 24th day of September, anno domini one thousand eight hundred and forty-one, came the complainant by Messrs. Scott and Swan, his solicitors, and filed in the clerk's office of said court, exceptions to the report of master commissioner Perry, which said exceptions are in the words and figures following, to wit:

*Exceptions of Complainant to Master Commissioner's Report.*

THE CIRCUIT COURT OF THE UNITED STATES,
*District of Ohio, in Chancery:*

ROBERT PIATT
vs.
WILLIAM OLIVER, et. al.

The complainant excepts in part to the report of A. S. Perry, esq., special master commission, on the following grounds:

1. The master's report is based almost entirely upon the testimony of interested persons, either defendants or persons claiming to be proprietors, or the owners of certain portions of the town property, and not upon the testimony of disinterested witnesses. The complainant therefore excepts to the reading, as evidence, the depositions of the following persons, reported by the master, to wit: L. S. Lownsbury, S. B. Comstock, Coleman J. Keeler, jun., Andrew Palmer, William Oliver, Micajah T. Williams, Edward Bissell, *Edward Bissell*, *Andrew Palmer*, *Levi S. Lownsbury*, Richard Mott, *Andrew Palmer*, John Fitch, Benjamin F. Stickney, and *Stephen B. Comstock*. The master's report, and the facts detailed by each of the witnesses, show a direct interest in the event of this cause—such an interest as to render each of them incompetent as witnesses. Their testimony is almost entirely irrelevant, and each of them in his manner of testifying, evinces a strong bias in favor of Oliver and Williams.

2. The master has reported in favor of sales made by the agents of the Port Lawrence Company to themselves, and a compensation to Baum and Oliver, for improvements made by them on lots Nos. 223 and 224, in said town, to which the complainant also excepts.

3. The master has only allowed, as a credit to the Piatt Company, the sum of $237 29½ cents, instead of $474 69 cents, in his

arrangement of the account of Martin Baum against the Port Lawrence Company, (see p. 41 of his report, and elsewhere.) The said sum of $474 60, being the balance due to the Piatt Company, of the moneys paid by them to the United States, on lots Nos. 1 and 2, relinquished after satisfying the balance due by the Port Lawrence Company on lots Nos. 3, 4, 86 and 87, and by the Piatt Company on the five quarter-sections retained, which sum of $474 60, was applied in payment of lands purchased by the Baum Company, and consequently the said sum of $474 60, instead of the $237 29½ cents, ought to have been passed to the credit of the Piatt Company.

4. The master has not reported the difference in value of the lands given in exchange to the Michigan University for lots Nos. 1 and 2, owned by the Piatt and Baum Companies respectively, so as to enable the court to ascertain the precise interest which those respective companies in equity did acquire in said lots 1 and 2, in virtue of that exchange.

5. The master has not, in his report, shown what conveyances, if any, were made by Oliver to legal holders of outstanding certificates for lots in Port Lawrence, purchased of the Port Lawrence Company in 1817, upon such holders completing the payments according to the original terms of sale, as provided in the agreement between Oliver, Williams, and Baum, referred to and marked G 1.

6. The master does not show in his report, whether Stephen B. Comstock, either at the time he seems to have contracted with Williams and Oliver for an undivided fourth part of lots Nos. 1 and 2, as per exhibit G 2, or at the time he received conveyances therefor, had, or had not, notice of the complainant's claim, nor does it show that all the terms of that contract have been fully complied with on the part of said Comstock.

7. The master does not show, in his report, whether, either at the time the contract marked G 2 (8th May, 1834) purports to have been entered into between Oliver and Williams and Edward Bissell, for the sale and conveyance, by the former to the latter, of an undivided ¼ of tracts 1 and 2, together with ¼ part of all improvements made, and ¼ part of all the claims due for sales of lots, &c., as from said contract appears, or at the times of receiving conveyances therefor, had, or had not, notice of complainant's claim; nor does it show that all the terms of said agreement have been performed by Bissel.

8. The master does not show, in his report, whether, either on the 17th day of October, 1834, the time the contract (G 4) for the sale and conveyance, by Oliver and Williams to Smith and Macy, of the one undivided $\frac{1}{16}$th part of tracts 1 and 2, was entered into, or at the periods said Smith and Macy received conveyances therefor, said Smith and Macy had, or had not, notice of complainant's claim; nor does it appear, from said report, whether the said Smith and Macy have, or have not, performed all the stipulations on their part.

9. The master does not show, in his report, whether, either on the said 17th of June, 1834, the time the contract (G 5) purports to have been entered into for the sale and conveyance, by Oliver and Williams to Piatt and Taylor, of the $\frac{1}{16}$th part of said lots 1 and 2, or at the time of receiving conveyances therefor the said Piatt and Taylor had, or had not, notice of the complainant's claim; nor does it appear, from said report, whether the said Piatt and Taylor had, or had not, in all respects, complied with the terms and stipulations of said agreement.

10. The master does not show, in his said report, whether, either on the 30th June, 1835, the time when the contract (G 6) purports to have been entered into for the sale and conveyance, by Oliver and Williams to Lynde and Raymond, of the $\frac{1}{16}$th part of said lots 1 and 2, or at the time they received conveyances therefor, the said Lynde and Raymond had, or had not, notice of complainant's claim; nor does it appear, from said report, whether the said Lynde and Raymond have, or have not, in all respects, performed the stipulations of said agreement on their part.

11. The master does not show in his said report whether, either at the time of entering into the contract G 7, September 12, 1835, for the sale and conveyance, by Oliver and Williams to Lot Clark, of $\frac{1}{16}$th undivided part of said lots 1 and 2, or at the time of receiving conveyances therefor he, the said Lot Clark, had or had not notice of complainant's claim; nor does it appear from said report, whether the said Lot Clark had or had not complied with the terms of said agreement in full.

12. The master does not show in his said report whether, either on the 9th day of January, 1836, the time the contract for the conveyance of $\frac{1}{32}$ part of an undivided interest in said lots 1 and 2, by Oliver and Williams to Philander Raymond, purports to have been entered into, or at the time of receiving conveyances therefor, the said Philander Raymond had or had not notice of complainant's claim; nor does it appear from said report, whether all the terms of said agreement have or have not been complied with by said Raymond.

13. The master does not show in his said report whether, either at the respective periods in which the sales of individual lots, prior to the 21st day of April, 1836, purport to have been made to individual purchasers, as set forth in the report, or at the respective periods of the conveyances thereof to the respective purchasers, if said purchasers, or either, and which of them, had or had not notice of complainant's claim; nor does it appear from said report, whether the said purchasers of individual lots, or either, and which of them, have fully performed the terms of their said respective agreements.

14. The master in his report has allowed compensation to Williams and Oliver for various charges for money expended in printing, and establishing a printing press, building and repairing roads,

leading to and from the property, but not on it, and for procuring a canal to pass through the town; expenses incurred in bringing the line of stages through Toledo—locating county seat—and for time and money expended in procuring the charters referred to in the report; and has distributed these several items and charges over the several tracts named, in a certain rateable proportion—none of which expenditures, &c., can, with any propriety, be construed as permanent, valuable, and lasting improvements made on the lands in question, and for no one of them ought any compensation, upon principles of equity, to be allowed. The complainant, therefore, excepts to the whole account for the expenditures reported by the master, under the head "Y—expenditures on tracts 1 and 2," pp. 89, 90, 91, and 92. And the complainant also excepts to the allowance made by the master, under the aforesaid head of expenditures, for expenditures made by the company in an abortive attempt to build a large hotel, to increase the importance of the place, and the value of the property, as those abortive attempts do not constitute valuable, permanent, and lasting improvements; nor do the moneys loaned and subscribed to the Erie and Kalamazoo Railroad Company.

15. The master in his report has allowed compensation for Baum, or Brown, and Fitch's services for preparing conveyances, after the partition of tract 1 and 2 among the proprietors; to which allowance the complainant also excepts.

16. The master, under the head of "expenditures on tracts 3 and 4," p. 103, has reported an allowance to be made for money paid A. Palmer, by Williams, for clearing off timber, &c., front of tracts 3 and 4, preparatory to sub-division into town lots, (Oliver's addition,) $695 85, including interest from 1837, May 4; and money for recording plat of Oliver's addition, to which complainant also excepts, on the ground that the same do not constitute permanent, valuable, and lasting improvements on the lands in question, and the same having been made without authority of the proprietors of the land.

17. The master has reported, as an allowance from the 4th July, 1818, to the 4th August, 1828, to Oliver, for his services as agent, in addition to the trifling sums received from Baum, the annual salary of $300 per year, which, with interest, amounts to about the sum of $6,194 87; to which allowance the complainant also excepts, as being both unreasonable and unjust.

18. The master also reported as due for the services and expenses of Oliver, from 1831 to 1837, a period of six years, ending April, 1837—$1,000 per annum - - - - $6,000 00
Interest on each annual payment as it fell due - 2,404 98
and from May, 1837, to December, 1840—3 years, 8 months—at $800 per annum - - - 2,933 33
Interest on each annual payment - - - 230 42

making for his services, in addition to the above sum of $6,194 87, the sum of - - - - $11,568 73

and altogether, the sum of $17,765 60; to all which the complainant excepts, as being an unjust and unreasonable allowance for pretended services never rendered.

19. In addition to the above allowance excepted to, the master has reported an allowance to Oliver of $2,000 for first negotiation with Michigan University, and $1,231 66 interest on same for 10 y. 3 m. 5 ds.; and extra allowance for services and expenses in 2d negotiation with Michigan University, $500—interest 5 ys. 6 m. 4 ds.—$165 33—in all $3,896 99. While the complainant admits that Major Oliver ought to be amply compensated for his services and expenses in effecting these negotiations, he respectfully submits, that the allowance made is rather extravagant.

20. The master has reported as due to M. T. Williams for his services and expenses from May 16, 1831, to May 16, 1837, six years, at $1,000 per annum, with interest, from the end of each year, and from May 16, 1837, to December 30, 1840—3 ys. 7 m. and 14 ds.—at $800 per annum, with interest thereon as above, amounting together to the sum of $11,611 95; to which allowance the complainant excepts, on the ground that those charges are unreasonable and unjust, and that said Williams never was appointed agent by the complainant, or any other person for him, for the performance of those pretended services.

21. The master has not reported an account current between the Port Lawrence and Piatt Companies, therein charging the latter with one-half of all sums spent in procuring and managing, in a just and honest way, the property in question, and crediting them with all sums advanced by them in the purchase and judicious management thereof, and one-half of the moneys arising from sales, so as to enable this court to ascertain the balances due by the defendants, or either, and which of them, to the complainant, in money and land, or either, and which of them.

SCOTT & SWAN,
*Attorneys for Plaintiff.*

And afterwards, to wit, on the nineteenth day of October, in the year last aforesaid, came the respondents William Oliver and Micajah T. Williams, and filed their exceptions to the report, heretofore made, of A. F. Perry, esq., special master commissioner herein; which said exceptions read as follows, to wit:

*Exceptions of Oliver and Williams to S. M. Com.'s report.*

ROBERT PIATT
vs.
WILLIAM OLIVER et al.

In the circuit court of the United States, for the 7th circuit, district of Ohio.—Exceptions of the defendants, William Oliver and M. T. Williams, to the report of A. F. Perry, esquire, the master. The said defendant Oliver, for matter of exception, shows the following:

1. That the allowance of $300 per annum, from July 4, 1818, to August 4, 1828, for the services and expenses of said Oliver, is not sufficient.

2. That the allowance of $1,000 per annum, from 1831 to 1837, for the services and expenses of said Oliver, is also insufficient.

3. That the allowance of $800 per annum, from May, 1837, to Dec'r, 1840, for like services and expenses, is insufficient.

4. That the allowance to said Oliver for services and expenses in conducting the first negotiation with the Michigan University, amounting to $2,000, is inadequate.

5. That the allowance of $500 for services and expenses in the 2d negotiation with the Michigan University, is wholly insufficient.

6. That the master has made no annual allowance to said Oliver for services and expenses from August 4, 1828, to April, 1831.

The said defendant Williams, for matter of exception, shows the following:

1. That the sum of $1,000 per annum, allowed for his services and expenses from May 16, 1831, to May 16, 1837, is inadequate.

2. That the sum of $800 per annum, allowed for his services and expenses from May 16, 1837, to December 30, 1840, is also inadequate.

And the said defendants, Oliver and Williams, for matter of exception, show the following:

1. That the master has not made full allowance for the expenditures towards the erection of the hotel.—(See page 91.)

3. That in the allowance made for the payment of taxes, the master has rejected all moneys paid for penalties, upon the redemption of lots or tracts sold for taxes.

EWING & STANBURY,
*for Oliver and Williams.*

*Order of court, December*, 1841.

And afterwards, to wit, at the December term of said court, anno domini one thousand eight hundred and forty-one, which commenced its session on the twentieth day of December, to wit: on the fourth day of January, one thousand eight hundred and forty-two, came the parties, by their attorneys, and this cause having been submitted to the court, and the arguments of the counsel heard, as well on behalf of the complainant, as of the respondents; and the court not being fully advised what decree to enter, took the same under advisement until the next term of this court, until which time this cause is continued.

*Orders of court, July*, 1842.

And now, at this day, to wit: at the July term of said court, anno domini one thousand eight hundred and forty-two, which was

begun and held in the city of Cincinnati, on the fourth day of July, being the time and place first herein aforesaid mentioned, to wit: on the eighth day of July, came the parties, by their attorneys, and thereupon the complainant suggests here to the court, that since the last adjournment William M. Worthington, one of the defendants in the above entitled cause, has departed this life testate, having in and by his last will and testament appointed Alice Worthington, a citizen of Virginia, his widow and relict, executrix, and trustee in trust, to sell and convey his real estate, and execute releases and discharges. Wherefore, it is ordered that this suit, as to the said William M. Worthington, having abated by his death, stand revived in the name of the said Alice Worthington, his executrix and trustee, as aforesaid. And thereupon, John G. Worthington, solicitor for the said Alice Worthington, enters an appearance for her, and says she relies on and adopts the answers filed by her deceased husband, and prays that her interest, and the interest of the cestui que trust, may be protected in any decree this court may render in the premises. And afterwards, in this same term of July, to wit: on the twenty-first day of said month of July, by consent of all the parties, except Oliver and Williams, John Rowan is made a party defendant, and enters his appearance, and files his answer, which is in the words and figures following, to wit:

*John Rowan's answer.*

ROBERT PIATT.
*vs.*
WM. OLIVER and MICAJAH T. WILLIAMS, &c. } In chancery.

John Rowan, a resident and citizen of the State of Kentucky, who is alleged in the bill of the complainant to have an interest in the subject matters of controversy in the suit, admits his interest therein, and under the act of Congress in such cases provided, comes voluntarily in, and, as defendant to said suit, states that he was the owner and proprietor of seven and a half thirteenths of the Baum company claim to the lands in controversy in the said suit; namely, of two shares, or two-thirteenths of W. C. Schenck, two-thirteenths of Jesse Hunt, one-thirteenth of Wm. Oliver, two-thirteenths of Wm. Barr, a half-thirteenth of Andrew Mack; all of which shares were respectively transfered, mediately or immediately, by the persons aforesaid, to William Steele, and by Wm. Steele in trust to John Edwards, and by John Edwards, in pursuance of the trust, to this defendent, for a valuable consideration. The assignments from the said Schenck, Hunt, Oliver, Barr, and Mack, marked (2,) to the said Steele, and the deed of trust from the said Steele to the said Edwards, and the conveyance from the said Edwards to this defendant, are herewith filed, and make part hereof. The first, marked (A,) and the second B. He further states, that in the settlement of a controversy that arose between

himself and his co-defendant, A. H. Ewing, relative to his claim aforesaid in the cities of Maumee, Lower Sandusky, and Toledo, in the view to avoid a protracted law-suit, relative to his claim at Maumee and Lower Sandusky cities; and in consideration, that all claim for contributions and expenses, in relation to the shares of this defendant, on the part of Baum's representatives, were relinquished by the said Ewing to this defendant, he, this defendant, transfered and conveyed to the said one share and a half, leaving him the owner of only six of the aforesaid 7½ shares, which he claims, and which he hopes will be decreed to him by this honorable court.

This defendant would further state, that many years ago he purchased, at the cost of about $2,300, of Jacob Burnet, esq., one other share, which share he also sold to the said A. H. Ewing. This defendant [admits] the allegations of the bill, in relation to the union of the two companies, as to the Port Lawrence lands or property. He admits, also, the allegations of the bill in relation to malversation and invested agencies of the said Oliver and Williams, and prays decree, most respectfully, for that just proportion of the lands and moneys to which his claims, as above exhibited, or as they shall appear from the proofs in the case, shall, in the opinion of this honorable court, entitle him.

JOHN ROWAN.

Personally appeared in open court the above named John Rowan, and being sworn, says that all and singular the matters and things stated, as from his own knowledge are true, and those derived from others he believes to be true in substance and fact.

Sworn and subscribed in open court, this 21st day of July, 1842.

WM. MINER, *Clerk*.

*Exhibit* (2)—*Schenck's transfer to Steele and Lytle—B.*

I do hereby transfer and assign to William Steele and William L. Lytle, all my right and claim to the lands purchased by me at the public sales at Wooster, in conjunction with Martin Baum, William Barr, William Oliver, Andrew Mack, Jesse Hunt, John H. Piatt, and others, said lands being in the Maumee and Sandusky reservation; my claim, as aforesaid, being two undivided thirteenth parts of the land so purchased and owned by said persons, the certificates for which lands being in the *hands of*, and in the *name of*, *Martin Baum*, aforesaid, together with all other papers relative to the concerns of said company; and said Baum is hereby authorized to make the necessary conveyances for my claim aforesaid to said Steele and Lytle.

W. C. SCHENCK.

CINCINNATI, 1*st September*, 1818.

Witness:

W. R. SCHENCK,

HENRY ANDERSON.

I hereby assign all my right to the above property to W. Steele. December 21, 1821.

WM. LYTLE.

Test: TIM. KIRBY,
THO. SHARPLESS.

*Exhibit* 2—*Hunt's transfer to Steele—A.*

To Mr. Martin Baum, or whoever it may concern:

You are hereby requested and instructed to transfer to William Steele, esq., or his order, all my right and interest in two-thirteenth parts of several tracts or sections of land and town lots, which was purchased in July, 1817, by Mr. William Oliver and William C. Schenck, at the rapids of the Miami and Sandusky, Mr. Steele having purchased, and this day settled with me, for all my interest in the said speculation; and it is clearly understood, that he is to have all the advantages and benefits arising from any sales on lots that *has* been made, or that may hereafter be made; and he is to pay and settle all expense that either has or may hereafter accrue. Mr. Steele has accounted with me for sixty dollars that I advanced to Mr. Oliver, and is entitled to a credit for the same.

JESSE HUNT.

CINCINNATI, *March 9th*, 1819.

*Exhibit* (2)—*Oliver, transfer to Steele and Lytle—C.*

Memorandum of an agreement made the 14th day of August, 1818, between William Oliver and William Steele and William Lytle, all of Cincinnati, witnesseth:

That the said William Oliver sells to the said Steele and Lytle one-half of his whole interest in the lands and lots purchased by him, the said William, at Wooster, in July, 1817, for himself and associates, within the United States reserve of 12 miles, at the rapids of the Miami of Lake Erie, which is one-thirteenth part of the whole purchase of said places; for which the said Steele and Lytle *has* given their note for two thousand dollars, payable in eight months from date hereof. Their interest in the above one-thirteenth is from date of purchase from U. States in 1817.

WILL. OLIVER. [SEAL.]

Witness:
O. SPENCER,
CHRISTIAN DONALDSON.

I hereby assign to W. Steele, all my right and title to the within named lands.

W. LYTLE.

*Dec.* 31, 1821.

Test: TIM. KIRBY,
THO. SHARPLESS.

*Exhibit G. 2.—W. Barr's assignment to A. H. Ewing.*

I do hereby assign and transfer all my interest and claim in the lands purchased at Wooster, in 1817, by William Oliver, Wm. C. Schenck, and associates—my interest being two original shares, or two thirteenths of the whole purchase of lands situated within the United States reservations at Maumee and Sandusky, and I do hereby quit-claim and release the same to Alexander H. Ewing, without any recourse to me or my representatives.

Witness my hand and seal, this fifteenth day of October, 1835.

W. BARR. [L. S.]

*Ewing's transfer to Rowan.*

I do hereby certify that I purchased the original transfer, from Wm. Barr to Wm. Steele, of all said Barr's interest in the Maumee and Sandusky Canal Co. from one of the creditors of said Steele, with whom it had been deposited as a collateral security, and that I surrendered said original transfer to said Barr, and received from him the within transfer to myself, which is hereby transfered to John Rowan, esq., without recourse to me or my representatives.

A. H. EWING.

*Exhibit D. 2.—A. Mack's transfer to W. Steele.*

I, Andrew Mack, have this day sold to William Steele all my interest in the Sandusky and Port Lawrence property, purchased of General Schenck and W. Oliver, at Wooster, in July, 1817, which interest is one twenty-sixth part of the whole purchase made as aforesaid, for which I have received one thousand dollars; the said Steele is to pay the balance of the payments as they fall due to the United States.

Witness my hand and seal, Aug. 27, 1818.

ANDREW MACK. [L. S.]

Teste: H. BECHTLE,
JOHN SKITES.

Endorsed as follows:

DETROIT, M. T., *Dec.* 28, 1835.

I have this day received from Col. Mack, a transfer of his original share or thirteenth interest in the Maumee and Sandusky Land Company, of which the within is a transfer to Wm. Steele, of one half of said interest. The conditions of said transfer never having been complied with by said Steele, and this transfer having been purchased by me from one of the creditors of said Steele with whom it was pledged as a collateral security.

Witness my hand and seal.

A. H. EWING. [L. S.]

*A. Mack's transfer to A. H. Ewing.*

I do hereby assign and transfer all my interest and claim in the lands purchased at Wooster, in 1817, by Wm. Oliver, Wm. C. Schenck, and their associates; my interest being one original share or one-thirteenth of the whole purchase of lands situated within the United States reservations at Maumee and Sandusky. And I do hereby quit-claim and release the same to Alexander H. Ewing, without any recourse to me or my representatives.

Witness my hand and seal, at the city of Detroit, this twenty-eighth day of December, 1835.

ANDREW MACK. [L. S.]

*Deed A.—W. Steele to Jno. Edwards.*

This indenture, made this tenth day of February, one thousand eight hundred and twenty-three, between William Steele, of the town of Louisville, in the county of Jefferson, and State of Kentucky, of the one part, and John Edwards, of the same county and State aforesaid, of the other part, witnesseth:

That the said William Steele, for and in consideration of the sum of one dollar to him in hand paid, the receipt whereof he doth hereby acknowledge, hath granted, bargained and sold, aliened, released, enfeoffed, conveyed, and confirmed, and do by these presents grant, bargain and sell, alien, release, enfeoff, convey and confirm unto the said John Edwards, and to his heirs and assigns, and to the survivor of them, seven and a half thirteenths of all the lands lying and being in the counties of Sandusky and Wood, in the State of Ohio, in the Sandusky and Maumee reserve, purchased by Martin Baum and others, of the United States, at sales of public land made at Wooster, in the State of Ohio, in the year 1817; the said Wm. Steele being entitled to said seven and a half thirteenths, by purchase, as follows: two-thirteenths of W. C. Schenck, two-thirteenths of Jesse Hunt, one-thirteenth of William Oliver, two-thirteenths of William Barr, and half a thirteenth of Andrew Mack; and for which the said William Steele holds the transfers and assignments of the persons aforesaid; and the part hereby intended to be conveyed is the same which fell to the said William Steele, in a division in part of said lands, between the owners thereof, made in November last; and also his interest in the residue undivided, and the patent for which land will issue to and in the name of Martin Baum as trustee, in trust for the owners thereof, who is to convey to the several claimants and owners according to their interest therein agreeable to his bond for that purpose; and all the estate, right, title, interest, claim, and fee of the said William Steele, of, in, and unto the same; to have and to hold the premises herein and hereby bargained, sold and conveyed, with the appurtenances, unto the said John Edwards, to his heirs and assigns, and to the survivor of them, to his and their only proper

use and behoof forever: and the said William Steele doth covenant and agree, to and with the said Edwards, and with his heirs and assigns, and unto the survivor of them, that he, the said William Steele will, or his heirs, executors, or administrators shall, warrant and forever defend the premises herein and hereby bargained, sold and conveyed, with the appurtenances, unto the said John Edwards, and to his heirs and assigns, and to the survivor of them, against all and every person or persons whatever, lawfully claiming or to claim the same, in trust, and for the following purposes, and no other, to wit: that the said Edwards, his heirs, executors, or assigns, or the survivor of them, shall proceed to rent or make sale of the aforesaid property either by himself, or some one legally authorized by power of attorney from him, for the best price that can be had, either for cash in hand, or on such credit as may be agreed on, most conducive to the interest of the said Steele, his heirs, executors, or administrators; and upon such sale or sales, to execute to the purchaser or purchasers, a deed therefor, with general warranty, and such other covenants, or instruments of writing, as he or his attorney may think proper, for me, the said William Steele, and in my name, the same to acknowledge in due and ample form of law; the proceeds of such rents and sales, or either, to be applied by said Edwards, his heirs, executors, or assigns, or the survivor of them, to the payment of three bills of exchange drawn by William and Robert M. Steele on Richard Steele, and accepted by him, in favor of McDonald and Taylor, of Louisville, Ky., for upwards of eleven thousand dollars; and also to John S. Snead, for two bills of exchange, drawn by W. and R. M. Steele on Rich'd Steele, and accepted by him, for upwards of three thousand dollars; and also to pay and discharge any other claim which the said Richard Steele may be in any way responsible for them, the said W. and R. M. Steele; and also to remunerate the said Richard Steele for having to meet the payments of those claims, or any of them, by sacrifice on his part; and if any balance should still be due for the rent or sales to the said W. Steele, then the said Edwards, his heirs, executors, or assigns, or their survivors, is authorized to pay over the balance to Richard Steele, to be applied to discharging of the debts of W. Steele & Co.; and after the payment and satisfaction of the debts aforesaid, and all interest and costs, the residue of the estate, if any, shall be by the said Edwards, his heirs, executors, or assigns, or the survivor of them, rented out or sold in manner before provided; and in case of a sale or sales, deed or deeds, or other instrument of writing, to execute to the purchaser or purchasers, with such clauses and covenants, therein binding the said W. Steele, his heirs, &c., as he may think proper, and if then there shall, any money or any part of the estate herein or hereby conveyed, *shall* remain unsold, after the debts aforesaid shall be paid, the money, if any, or the estate, if any, be re-

conveyed by the said Edwards, his heirs, executors, or assigns, or the survivor of them, to the said W. Steele, his order, heirs, or executors, or assigns, at his or that cost and charges, and reasonable time after request and notice; the said Edwards, his heirs, executors, or assigns, or the survivor of them, do covenant and agree with the said W. Steele, with his heirs and assigns, that he will, well and truly, and faithfully, execute, and perform the trust aforesaid; and also pay out of the first money arising from such rents, or sales as aforesaid, any expense necessary to be paid, in order to obtain from said Martin Baum, his heirs, &c., the legal title to the premises conveyed; and also, any balance on account of the premises conveyed; and he, the said Martin Baum, his heirs, executors, &c., are hereby requested to convey to the said John Edwards, or his survivor, the estate and premises aforesaid, upon the terms and conditions, and to be held by him for the purposes aforesaid, and no other. The words "intended" and "not" interlined before signed.

In testimony whereof, the parties have hereunto set their hands and seals, the day and year first written.

W. STEELE, [L. S.]
JOHN EDWARDS. [L. S.]

Test: JOHN BELL,
FORT. COSBY.

COM'TH OF KENTUCKY, *Jefferson county, to wit:*

William Steele and John Edwards, came in their proper persons before the undersigned, two justices for the State and county aforesaid, and signed, sealed, and acknowledged the foregoing instrument of writing, as and for their act and deed, and for the purposes therein mentioned.

Witness our hands and seals, the 15th day of March, 1823, and 31st year of the Commonwealth.

JOHN BELL, *J. P. J. C.*
FORT. COSBY, *J. P. J. C.*

I, the clerk of the county court of Jefferson county, in the State of Kentucky, do certify, that John Bell and Fortunatus Cosby, esquires, who have signed and sealed the foregoing certificate, were, at the time of doing the same, and still are, acting justices of the peace within and for the county and State aforesaid, duly commissioned and sworn, and that to all their official acts, as such, are entitled to full faith and credit, as well in courts of justice as thereout.

In witness whereof, I have hereto set my hand and affixed the seal of said county, this fifteenth day of March, one thou-
[L. S.] sand eight hundred and twenty-three, and in the thirty-first year of the Commonwealth.

WORDEN POPE.

I, John Bell, presiding justice of the county court of Jefferson county, in the State of Kentucky, do certify, that the foregoing certificate of Worden Pope, who is clerk of said court, duly commissioned and sworn, is in due form of law, and entitled to full faith and credit.

Witness my hand and seal, the 15th day of March, 1823, and 31st year of the Commonwealth.

JOHN BELL, *J. P. J. C.*

RECORDER'S OFFICE, *August 13th, A. D.* 1836.

The within instrument was received on the above date, and recorded same day in book H, pages 481, 482, and 483.

Attest: JAS. ROBINSON,
*Recorder Sandusky county.*

RECORDER'S OFFICE, *Lucas county, O.*

Received for record, August 16, 1836, and recorded same day on Lucas Co. record of deeds, volume second, pages 9, 10, 11.

JUNIUS FLAGG, *Recorder.*

Fee $1 75.

*Deed—J. Edwards to J. Rowan.*

This indenture, made this first day of July, 1836, by and between John Edwards, of the county of Jefferson, and the State of Kentucky, of the one part, and John Rowan, of the same county and State, of the other part:

Whereas William Steele did, by deed of conveyance, bearing date the 10th day of February, 1823, at the town of Louisville, in the county and State aforesaid, signed with his hand, and sealed with his seal, and delivered to the said Edwards, convey to him the said Edwards, and to his heirs and assigns, and to the survivor of them, seven and a half thirteenths of all the lands lying and being in the counties of Sandusky and Wood, in the State of Ohio, in the Sandusky and Maumee reserve, purchased by Martin Baum and others of the United States, at sales of public lands made at Wooster, in the said State of Ohio in the year 1817, the said William Steele being entitled to said seven and a half thirteenths by purchase from the following persons: that is, from W. C. Schenck two-thirteenths, from Jesse Hunt two-thirteenths, from William Oliver one-thirteenth, from William Barr two-thirteenths, and from Andrew Mack one-half of a thirteenth, for which the said William Steele held the transfers and assignments of the persons aforesaid; and in further specification of the purchase and interest of the said Steele, the said deed recites, that the part therein intended to be conveyed is the same which fell to the said Steele in a division, in part, of said lands between the owners thereof, made in November (then) last; and also his interest in the residue undivided, the patent for which land was to issue to and in the name of Martin Baum, as

trustee in trust for the owners thereof, who is to convey to the several claimants and owners according to their interests therein, agreeably to his bond for that purpose, and all the estate, right, title, claim, interest, and fee of the said William Steele, of, in, and unto the same; to have and to hold the premises therein and thereby bargained, sold, and conveyed, with the appurtenances, unto the said Edwards, to his heirs and assigns, and to the survivor of them, to his and their only proper use and behoof forever, in trust, and for the following purposes, and no other; that is, that the said Edwards, his heirs, &c., shall proceed to rent, or make sale of the aforesaid property, either by himself or some one legally authorized by power of attorney from him, for the best price that can be had, either for cash in hand, or on such credit as may be agreed on, most conducive to the interest of the said William Steele, his heirs, &c.; and upon such sale or sales, to execute to the purchaser or purchasers a deed therefor, with general warranty, and such other covenants or instruments of writing, &c., &c.; the proceeds of such rents and sales, or either, to be applied by the said Edwards, his heirs, &c., to the payment of three bills of exchange drawn by W. & R. M. Steele on Richard Steele, and accepted by him, in favor of McDonald & Taylor, of Louisville, Kentucky, for upwards of eleven thousand dollars; and also to John S. Sneed two bills of exchange, drawn by W. & R. M. Steele on Richard Steele, and accepted by him, for upwards of three thousand dollars; and also to pay and discharge any other claim which the said Richard Steele may be, in any way, responsible for them the said William & R. M. Steele; and also remunerate the said Richard Steele for having to meet the payments of those claims, or any of them, by sacrifice on his part, &c., &c.

And whereas the said Richard Steele has had to meet and pay the bills of exchange above referred to at great sacrifice—now, this indenture witnesseth, that the said John Edwards, in consideration of one dollar to him in hand paid by the said John Rowan, and of the sum of twenty thousand paid to Richard Steele by the said Rowan, as an indemnity in part of the amounts paid by him for William Steele upon the aforesaid bills of exchange, drawn by the said William Steele upon the said Richard Steele, and accepted by him in favor of McDonald and Taylor, and of J. S. Sneed, as aforesaid. For which the said Rowan hath this day produced and delivered to me the receipt of the said Richard Steele, bearing even date herewith, which receipt of the one dollar aforesaid, paid by the said Rowan to the said Edwards, and of twenty thousand dollars paid to Richard Steele as aforesaid, and for the purposes aforesaid, are hereby acknowledged, hath this day bargained, sold, aliened, and conveyed to the said Rowan, and his heirs, and by these presents doth bargain, sell, alien, transfer, set over, and convey to the said John Rowan, and to his heirs and assigns forever, the aforesaid seven and a half thirteenths of all the

lands lying and being in the counties of Sandusky and Wood, in the State of Ohio, in the Sandusky and Maumee reserve, purchased by Martin Baum and others of the United States, at the sales of public land made at Wooster, in the said State of Ohio, in the year 1817, being the seven and a half thirteenths purchased by Wm. Steele, in the following quantities of the following persons, that is: two-thirteenths from W. C. Schenck; two-thirteenths from Jesse Hunt; one-thirteenth from Wm. Oliver; two-thirteenths from Wm. Barr; and a half of a thirteenth from Andrew Mack; hereby transferring to the said Rowan, his heirs, &c., the transfers and assignments made by the persons aforesaid to the said William Steele; the patent for which lands was to issue to, and in the name of, Martin Baum, as trustee in trust for the owners thereof; together with all the rights and interests at law or in equity, which the said William Steele had in, or could assert to, the aforesaid seven and a half thirteenths of the lands aforesaid, with the hereditaments and appurtenances thereto belonging, or in any wise appertaining, in the same plight and condition in which the said Wm. Steele held, claimed, and possessed them, on the 10th day of February, eighteen hundred and twenty-three; to have and to hold the aforesaid seven and a half thirteenths of the lands aforesaid, with the appurtenances, to the said J. Rowan, and his heirs and assigns forever. And the said Edwards, for himself and heirs, hereby covenants with the said Rowan and his heirs, &c., that he and they will forever warrant and defend the lands aforesaid to the said Rowan and heirs, against all persons claiming the same by, through, or under him or them, but not against the claim of any other person whatever.

In testimony whereof, the said Edwards hath hereto, on the day and year herein first above written, signed his name and annexed his seal.

JOHN EDWARDS. [SEAL.]

Acknowledged in presence of
P. H. POPE,
CURRAN POPE.

I, Richard Steele, of the city of Louisville, and State of Kentucky, in consideration of twenty thousand dollars to me in hand paid by John Rowan, of the same city and State, the receipt whereof I hereby acknowledge, have released, and do hereby, for myself, my heirs, executors, administrators, and assigns, release John Edwards, his heirs, &c., the grantor in the above and foregoing deed of conveyance to the said John Rowan from all liabilities of whatever kind, either at law or in equity, which he was, is, or might, by possibility or supposition, be under to me or my heirs, by reason of a deed of trust made by Wm. Steele to him on the 10th day of February, 1823, being the deed referred to and partially recited in the above and foregoing grant of John Edwards to the said

John Rowan, hereby absolving the said Edwards, his heirs, &c., from all suits, actions, and causes of action in law or equity, and claims by reason of, or on account of, the premises.

Given under my hand and seal, this —— day of July, 1836.

RICHARD STEELE, [SEAL.]

Acknowledged in presence of
P. H. POPE,
CURRAN POPE.

I, Worden Pope, clerk of the county court of Jefferson county, in the State of Kentucky, and keeper of the seal of said county, do certify, that on this day the foregoing deed from John Edwards to John Rowan was acknowledged before me, in my office, by the said John Edwards, to be his act and deed; that the foregoing deed of release from Richard Steele to John Edwards, was acknowledged before me, in my said office, by the said Richard Steele, to be his act and deed; that the said deeds were also proved before me, in my said office, the first to be the act and deed of the said Edwards, and the second to be the act and deed of the said Steele, by the oaths of Patrick H. Pope and Curran Pope, the subscribing witnesses to the said deeds; that I am the recording officer of deeds, mortgages, powers of attorney, and other writings in and for the said county of Jefferson, and have power and authority by the laws of said State, to take the acknowledgment or proof thereof, and to record the same; and that Samuel Churchill, esquire, is the presiding judge of the said court.

In witness whereof, I have hereto set my hand, and affixed the seal of the county aforesaid, this thirtieth day of July, one thousand eight hundred and thirty-six, and in the forty-fifth year of the Commonwealth. [L. S.]

WORDEN POPE.

I, Samuel Churchill, presiding judge of the county court of Jefferson county, in the State of Kentucky, do certify that Worden Pope is the clerk of the said court, and keeper of the seal of said county; that he is the recording officer of said county of deeds, mortgages, powers of attorney, and other writings, and has power, by the laws of said State, to take the acknowledgment of proof thereof, and to record the same in his office; and that his foregoing attestation is in due form of law, and entitled to full faith and credit.

In witness whereof, I have hereto set my hand, this thirtieth day of July, one thousand eight hundred and thirty-six.

SAMUEL CHURCHILL.

RECORDER'S OFFICE,
*August 13th, A. D.* 1836.

The within deed was received on the above date, and recorded same day in book H, pages 484, 485, 486, and 487.

RECORDER'S OFFICE,
*Lucas County, Ohio.*

Received for record, Aug. 16, 1836, and recorded same day on Lucas county record of deeds, vol. second, pages 11, 12, 13, 14.
JUNIUS FLAGG, *Recorder.*

Fee $1 95.

*Deed.—J. Rowan to A. H. Ewing and wife.*

This indenture, made this twenty-third day of October, in the year one thousand eight hundred and thirty-seven, between Alexander H. Ewing, and Mary P. Ewing, of the city of Cincinnati, of the first part, and John Rowan, of the city of Louisville, Kentucky, of the second part, witnesseth:

That whereas, the said Alexander H. Ewing, claims twelve-thirteenths of fractional section number one, of township number one, in the United States reserve of twelve miles square, at the foot of the rapids of the Miami of the Lake, the same tract on which the town of Maumee is laid out, in Lucas county, Ohio; and a like quantity in the following tracts at Lower Sandusky, in the county of Sandusky, Ohio, that is to say, four, ten, eleven, in fractional section number three, patented to Stewart and Baum's heirs, by purchase from sundry persons, and by descent from the late Martin Baum, father of the said Mary P. Ewing; and the said Rowan claims by purchase from John Edwards, the trustee of the late William Steele, seven and a half thirteenths of the same tracts of land, both parties deriving title from purchasers from the United States at the sales made at Wooster, by the Cincinnati Company, through their agent and trustee the said Martin Baum, in the year 1817. And the said party of the first part having obtained the legal title to the whole of said tracts in trust (as the said Rowan contends) for the said Rowan to the extent of his claim, and the parties thinking it more conducive to their mutual interests, and to the prosperity of the towns or cities of Maumee and Lower Sandusky, to compromise and to settle their disputes, than to engage in expensive and vexatious litigation, have agreed each with the other, that the said party of the first part shall convey to the said Rowan, his heirs, &c., an undivided six-thirteenth of all the aforesaid tracts of land, and that the said Rowan shall release and convey to the said party of the first part, their heirs, &c., all claim, title, and interest he may have in the remaining six undivided thirteenths of said tracts of land, (Micajah T. Williams being the proprietor of the remaining thirteenths.)

Now, therefore, in order to effectuate said compromise, and in consideration of the premises, the said party of the first part do, by these presents, convey, alien, and release to the said Rowan, party of the second part, his interest in and to six-thirteenths of said fractional section number one, in township number one, in

said United States reserve, excepting from said conveyance lots numbered five, ten, seven, nine, eleven, twelve, thirteen, fourteen, fifteen, sixteen, seventeen, nineteen, twenty, twenty-two, twenty-three, twenty-four, thirty-five, forty-seven, forty-eight, forty-nine, fifty-four, fifty-seven, eighty-five, one hundred and three, one hundred and four, one hundred and five, one hundred and six, and one hundred and seven, in said town of Maumee, and also excepting from said conveyance forty feet off of lot twenty-nine, and twenty-five feet off of lot number thirty in said town; also, the three following parcels of ground in said town, that is to say: one lying between front street and the Miami of the Lake, the width of lots numbered nine and ten, running at right angles with front street to said river, and there being a strip of ground in the rear of a two acre lot, patented to Almon Gibbs by the United States, the south side of Lake Erie street in said town, being the land embraced by extending the lines of said two acre tract to Erie street, between the rear of said tract and street, as aforesaid, containing less than one-fourth of an acre; the other being a triangular fraction, bounded by Conant street and Williams street, and the township line; all of which excepted lots and parcels of ground, having been heretofore sold and conveyed, are not included in this conveyance. The said fractional section number one, containing about one hundred and twenty and fifteen-hundredth acres, an undivided six-thirteenths of which, with the exceptions aforesaid, is hereby conveyed to the said Rowan, his heirs and assigns.

And the said party of the first part hereby also conveys to said Rowan, his heirs and assigns, the undivided six-thirteenths of lot numbered four, containing fifty-nine acres and a fraction, lying a short distance below the town of Lower Sandusky, on the Sandusky river, Sandusky county, Ohio; also, six undivided thirteenths of lot numbered ten, containing about sixty-four acres, on which part of the town of Lower Sandusky is laid off, embracing all the lots thereon, excepting lots numbered two hundred and twenty-four, two hundred and twenty-five, two hundred and twenty-six, and two hundred and twenty-seven; also, an undivided six-thirteenths of lot numbered eleven, containing about seventy-nine acres; and also, an undivided six-thirteenth of that portion of section three that falls to Martin Baum's heirs in the division with the assigns of Stewart, containing about eighty-three acres; also, the undivided six-thirteenth part of out-lot number twenty-six, in the town of Perrysburgh, in Wood county, Ohio, and the like portion of all other lots bought by Martin Baum or his agent in the said Perrysburgh; also, an undivided six-thirteenth of six acres, part of tract twenty-three, in the twelve miles square, in Wood and Lucas counties; also, a like undivided six-thirteenths of out-lot number nine, in the town of Croghansville, in Sandusky county. To have and to hold the aforesaid granted and conveyed undivided six-thirteenths of said several parcels of ground, with the appurtenances

and privileges thereto belonging, to the said Rowan, his heirs and assigns, forever, free of all incumbrances thereon, originating in the said Martin Baum, his heirs, or the said party of the first part.

And the said Rowan, in consideration of the premises, and to effectuate said compromise on his part, doth hereby convey and transfer, alien and release, to the said Alexander H. Ewing, and Mary his wife, all the right, title, and claim which, in virtue of his purchase from the said Edwards, trustee of the said Steele, or otherwise, he has in law or equity, in and to the remaining undivided six-thirteenths of *of* all the tracts, parcels, or lots of land aforesaid, (the remaining thirteenth being in the said M. T. Williams.) To have and to hold the same, with the privileges and appurtenances thereto belonging, to them and their heirs and assigns, forever, free from any claim from the said Rowan or his heirs, or the said Edwards or his heirs, or the heirs of said Steele, against which I hereby covenant to warrant the said Ewings, their heirs or assigns.

This conveyance or compromise is not to affect the seven and a half thirteenths of the Port Lawrence property in said county of Lucas, claimed by said Rowan; but the said Rowan does hereby, for himself, his heirs, &c., transfer and convey to the said Ewing, the undivided one and one-half thirteenths of said Port Lawrence property, as the same is now held by said Rowan in equity.

In witness whereof, the said parties have hereunto affixed their signatures and seals, the day and year first above written.

(The interlineation of "seven and a half," on this page, made before signing.)

A. H. EWING, [L. S.]
MARY P. EWING, [L. S.]
JOHN ROWAN. [L. S.]

Executed in presence of us—(the words "two acres" erased and interlined before signing.)

SAM'L W. DAVIES,
JAMES W. RYLAND.

STATE OF OHIO, *City of Cincinnati, ss:*

Be it remembered, that on the twenty-fourth day of October, in the year of our Lord one thousand eight hundred and thirty-seven, before me, the subscriber, mayor of said city, personally came Alexander H. Ewing and Mary P. Ewing, of Cincinnati, and John Rowan, of Louisville, the grantors in the above conveyance, and acknowledged the same to be their voluntary act and deed, for the uses and purposes therein mentioned. And the said Mary P. Ewing, wife of the said Alexander H. Ewing, being examined by me separate and apart from her said husband, and the contents of said deed made known and explained to her, declares that she did voluntarily sign and acknowledge the same, and that she is still satisfied therewith as her act and deed, for the use and purposes therein mentioned.

In testimony whereof, I have hereunto set my hand and seal [L. S.] of said city, on the day and year last aforesaid.

SAM'L W. DAVIES, *Mayor.*

THE STATE OF OHIO, *Sandusky county, ss:*

The foregoing deed was received for record, August 10th, 1839, and recorded the same day in book M, pages 182, 183, 184 and 185.

JAMES ROBINSON,
*Recorder, Sandusky county.*

Fees $1 75.

*Jacob Burnet—Sale of Sandusky land to J. Rowan.—H.*

I have this day sold to John Rowan, esq., of Kentucky, the one equal undivided moiety of all my proprietary right in the several tracts of land purchased by William Oliver, Martin Baum and others, as tenants in common, at the sales at Wooster, which tracts of land are situate within the reservations at Sandusky, and at the rapids of the Miami of the Lake; and I do authorize Martin Baum to convey the said moiety of the said lands to the said John Rowan, on his completing the payments hereafter to grow due on the same.

J. BURNETT.

CINCINNATI, *March 10th*, 1819.

I hereby engage to hold a moiety of the lands sold by Jacob Burnet to John Rowan, in trust for him.

MARTIN BAUM.

July 3d, 1835, I hereby assign the within writing, and all claim under the same, to A. H. Ewing, without recourse to me or my representatives whatever.

Witness my hand, the day and year aforesaid.

JOHN ROWAN.

*J. Burnet—Release—M. P. Ewing—Samuel Perry, Administrator of Baum.—F.*

Whereas Martin Baum, late of the city of Cincinnati, in the State of Ohio, deceased, Jacob Burnet, William Barr, Wm. C. Schenck, William Oliver, Jesse Hunt, and Andrew Mack, were the purchasers and proprietors of several tracts of land situated within the United States reserve of two miles square, at the lower rapids of the Sandusky river; and also of several tracts of land within the United States reserve of twelve miles square, on the Miami of Lake Erie, or had some other equitable claim to, or interest in, such lands, the legal title to which was vested either in the said Martin Baum or William Oliver, upon certain parol agreements between the said Martin Baum and the other persons above named—the said Martin Baum having, by such agreements, full power to sell and dispose of said lands for the benefit of all persons interested therein, and the other persons above named being responsible to him, the said Martin Baum, in certain proportions, for all expenses

incurred and moneys expended by him, for or on account of said lands. And whereas the said Martin Baum is supposed to have expended, in his lifetime, money over and above the amounts paid in to him by the persons aforesaid, and it is deemed beneficial to the estate of said Martin Baum to hold said lands in satisfaction of the claims for said money:

Now, therefore, this indenture, made this twenty-third day of April, in the year of our Lord eighteen hundred and thirty-five, between the said Jacob Burnet, of the first part, Mary P. Ewing, wife of Alexander H. Ewing, and one of the daughters and heirs of said Martin Baum, of the second part, and Samuel Perry, administrator of the estate, &c., of said Martin Baum, of the third part, witnesseth: That the said Jacob Burnet, for and in consideration of the release to him by the said party of the third part, hereinafter made, hath granted, remised, quit-claimed, and released, and by these presents doth grant, remise, quit-claim, and release, unto the said Mary P. Ewing, her heirs and assigns forever, all the right, title, and interest, at law or in equity, of, in, or to the lots and tracts of land before described, which he, the said Jacob Burnet, now holds, or is entitled to, being one moiety of an original share in said purchases, and equal to one-thirteenth of the entire purchase: to have and to hold the said granted and quit-claimed premises, together with all and singular the rights, incidents, and appurtenances to the same belonging, or in any wise appertaining, unto the said Mary P. Ewing, her heirs and assigns, forever. And the said Samuel Perry, administrator as aforesaid, doth hereby quit-claim, discharge, and release unto the said Jacob Burnet, all claims and demands of the said Martin Baum and his administrators against said Jacob Burnet, for or on account of said lands, and of any and all moneys advanced by the said Martin Baum, for or on account of the same.

In testimony whereof, the said Jacob Burnet, and Samuel Perry, as administrator as aforesaid, have hereunto set their hands and seals, the day and year before written.

J. BURNET, [L. S.]
SAM. PERRY, [L. S.]
*Adm'r of M. Baum, dec'd.*

Signed, sealed, and delivered in presence of
GEORGE BEECHER,
H. W. BEECHER.

STATE OF OHIO, *Hamilton county:*

Before me personally came Jacob Burnet, to me well known as the person that he represents himself to be, and acknowledged the above and foregoing instrument to be his voluntary act and deed, for the uses and purposes therein mentioned.

In testimony whereof, I have hereunto set my hand and seal, this day of April, 1835.

[REC. XCV, J. T. 1843.]—94

*G. A. Worth to A. H. Ewing—Release.—J.*

Quit-claim.

This indenture, made the fifth day of February, in the year of our Lord one thousand eight hundred and thirty-six, between Gorham A. Worth, of the city of New York, party of the first part, and Alexander H. Ewing, of Cincinnati, State of Ohio, of the second part, witnesseth:

That the said party of the first part, for and in consideration of the sum of one dollar, lawful money of the United States of America, to him in hand paid by the said party of the second part, at and before the ensealing and delivery of these presents, the receipt whereof is hereby acknowledged, hath remised, released, and quit-claimed, and by these presents doth remise, release, and quit-claim, unto the said party of the second part, and to his heirs and assigns forever, all his right, title, and interest, of, in, and to eight hundred acres of land, more or less, heretofore purchased at the public sales at Wooster, lying at or near Swan creek and Fort Meigs, State of Ohio, and heretofore standing in the joint names of John H. Piatt, Robert Piatt, William M. Worthington, and Gorham A. Worth, as tenants in common; and also all his right, title, and interest, of, in, and to one-half (being one-eighth) of nine hundred and seventy-three acres, more or less, of land, lying also at and near Swan creek, on a part of which the town of Port Lawrence is laid out, and which heretofore was owned and held, one-half by the above named John H. Piatt, Robert Piatt, William M. Worthington, and Gorham A. Worth, and the other half by Jesse Hunt, Martin Baum, and others: together with all and singular the tenements, hereditaments, and appurtenances thereunto belonging, or in any wise appertaining, and the reversion and reversions, remainder and remainders, rents, issues, and profits thereof. And also all the estate, right, title, interest, property, possession, claim, and demand whatsoever, as well in law as in equity, of the said party of the first part, of, in, and to the above described premises, and every part and parcel thereof, with the appurtenances. To have and to hold all and singular the above mentioned and described premises, together with the appurtenances, unto the said party of the second part, his heirs and assigns forever, but without recourse to the party hereto of the first part, in any event whatever.

In witness whereof, the said party of the first part hath hereunto set his hand and seal, the day and year first above written.

GORHAM A. WORTH. [L. S.]

Sealed and delivered in the presence of

ROBERT STRONG,
F. W. EDWARDS.

(The word *sixteenth* erased, and the word *eighth* interlined, before signing, in the sixteenth line from the top.)

F. W. EDWARDS,
ROBERT STRONG.

*R. Piatt—Receipt—Certificate of Swan creek to P. Granden.—K.*

I own an undivided fourth of one-half of the following lots or tracts of land lately sold by the United States, within the reserve at or near the rapids of the Miami of the Lake, numbered as follows, (to wit:) No. one, two, three, four, eighty-six, eighty-seven, containing nine hundred and seventy-two acres; and also one-fourth part of five quarter-sections, near the above numbered lots, containing eight hundred acres. I agree that Philip Grandin, of Cincinnati, shall be equally concerned with me in the above several parts or shares of the aforesaid described lots or tracts of land, he paying an equal part of the costs and all expenses.

Witness my hand and seal, this 7th day of October, 1817.

ROBT. PIATT. [L. S.]

Test: BURRELL PIATT.

Received, on the within, four hundred [and] twenty-eight dollars and ten cents, from Philip Grandin, 7th October, 1817.

ROBT. PIATT.

For value received, I do hereby transfer and assign to A. H. Ewing all my right and claim to the within described lands, and all rights and interests acquired by me in consequence of the within transfer, without any recourse to me in any event whatever.

Witness my hand and seal, this 9th day of January, 1836.

P. GRANDIN. [L. S.]

And thereupon the court refer this case to Edward D. Mansfield, master, to report the deduction of title as claimed by each of the parties.

And afterwards, on the twenty-second day of July, the said Edward D. Mansfield, esq., filed his report as special master commissioner, which is in the words and figures following, to wit:

*Report of E. D. Mansfield, S. M. Commissioner.*

CIRCUIT COURT OF THE U. STATES *for Ohio:*

ROBERT PIATT
vs.
WILLIAM OLIVER et als. } In chancery.

Edward D. Mansfield, special commissioner, to whom the "deduction of title" in the above cause is referred, reports:

1. That it appears, that by the bill and papers before the court, that the original proprietors to the lands in question were two companies formed for their purchase—the one by agreement called the "Piatt Company," and the other the "Baum Company;" and that the original members of these companies were—of the Piatt Company, 1, Robert Piatt; 2, J. H. Piatt; 3, W. M. Worthington; 4, Gorham A. Worth; and that these original proprietors held equal and undivided *fourth parts* of the lands and interests of the com-

pany. Of the Baum Company, the following were the members holding the undivided parts set opposite to their names, in the lands and interests of that company; 1, Martin Baum $\frac{2}{13}$ths; 2, Jacob Burnet $\frac{2}{13}$ths; 3, W. C. Schenck $\frac{2}{13}$ths; 4, William Barr $\frac{2}{13}$ths; 5, Jesse Hunt $\frac{2}{13}$ths; 6, William Oliver $\frac{2}{13}$ths; 7, Andrew Mack $\frac{1}{13}$th.

2. It appears, from the papers before the court, that the interests of these two companies were united in a new company, composed of the same proprietors, under the name of the "Port Lawrence Company," and that, in the new company, the proprietors of each of the old companies were jointly to hold one equal and undivided half of the entire interest thus vested in the Port Lawrence Company. At this time the interest in common of each original proprietor may be represented thus: each member of the Piatt Company holding $\frac{26}{208}$ths; each holder of $\frac{2}{13}$ths in the Baum Company having $\frac{16}{208}$th parts, and Andrew Mack $\frac{8}{208}$th parts—208 being a common multiple, representing the entire interest in the Port Lawrence Company.

3. The title to these several parts is thus deduced on the papers before the court: 1. Robert Piatt transferred one-half his interest, on certain conditions, to Philip Grandin, 7th October, 1817; Philip Grandin transferred his interest to Alexander H. Ewing, 9th of January, 1836; these transfers are on paper marked *K*—the other half remains in Robert Piatt personally. 2. William M. Worthington transferred one-half his interest to I. T. Canby, in December, without year; I. T. Canby transferred his half to John G. Worthington, 14th April, 1836; William Worthington transferred to Canby, paper M; Canby's to J. G. Worthington, paper N. This half is in J. G. Worthington, the remaining half is in the heirs of William M. Worthington, lately deceased. 3. Gorham A. Worth transferred his share to Alexander H. Ewing, by deed, dated 5th February, 1836, paper I.

4. John H. Piatt is deceased, leaving his interest to his heirs, who, by the papers, appear to be—1, Benjamin Piatt; 2, Hannah C. Grandin; 3, Abraham S. Piatt; 4, Frances Dunn.

5. Martin Baum is deceased; regularly, his interest descended to his heirs, who are before the court parties to the suit. His two shares are claimed by William Oliver, under a mortgage and foreclosure thereof—of which the papers, parties, and demands, are before the court.

6. Jacob Burnet transferred $\frac{1}{13}$th, or half his interest, to John Rowan, 10th March, 1819; John Rowan transferred to A. H. Ewing, July 3d, 1835, paper H.

7. Jacob Burnet transferred $\frac{1}{13}$th, or the remaining half of his interest, to Mary P. Ewing, wife of Alexander H. Ewing, 23d April, 1835, paper F.

8. W. C. Schenck transferred his interest to William Steele and William Lytle, dated 1st September, 1818; Lytle transferred his part to Steele, December 31st, 1821; these tranfers are on paper B.

9. William Barr transferred his interest to A. H. Ewing, 15th October, 1835; Ewing transferred his interest on the same paper to John Rowan, esquire, paper G.

10. Jesse Hunt transferred his interest, $\frac{2}{13}$ths, to William Steele, March 9th, 1819, paper A.

11. William Oliver transferred to William Steele and William Lytle $\frac{1}{13}$th, or half his interest, 14th August, 1818; William Lytle transferred, on the same paper, his interest to Wm. Steele, paper *C*.

12. William Oliver is admitted, by the papers, to have transferred $\frac{1}{13}$th, or half his interest, to Micajah T. Williams.

13. Andrew Mack transferred to Wm. Steele one-half his $\frac{1}{13}$th, August 27th, 1818, calling it "all my interest," and describing it as one twenty-sixth part, or half his original one-thirteenth, paper *D*.

14*th*. Andrew Mack transfers and quit-claims all his interest, being one-thirteenth, to Alexander H. Ewing, dated 28th December, 1835, paper *E*.

15*th*. William Steele conveys to John Edwards, by deed of trust, dated 16th February, 1823, properly executed and authenticated, all his shares in the Port Lawrence property to be rented or sold by said Edwards, or his legally authorized attorney—first to pay the expenses necessary to obtain title from Martin Baum, next to pay certain debts to Richard Steele and others, paper O; and if residue should remain, to his own estate.

16*th*. John Edwards, the trustee, conveys Steele's interest, which purports to be $7\frac{1}{2}$ of the 13 shares in the Baum Company, viz: 2 of Hunt's, 2 of Schenck's, 2 of Barr's, 1 of Oliver's, and $\frac{1}{2}$ of Mack's, to John Rowan, esq., in consideration of twenty thousand dollars paid to Richard Steele the creditor, dated 1st July, 1836. On this instrument Richard Steele released all his interest under the deed of trust. This instrument appears to be legally executed—paper *P*.

17. John Rowan conveys, of the shares thus held by him, one and a half shares, or thirteenths, as held by him in equity, 23d of October, 1837, to Alexander H. Ewing, as will further appear by the deed aforesaid.

18. The master finds that these several transfers, with the exception of two or three, are assignments, or equitable titles; in some instances, the consideration is not expressed. The transfer of March, 1835, appears to be a quit-claim. Upon the face of these papers, tracing the several assignments up, the *prima facie* titles to the several interests appear to be as follows:

1. Robert Piatt one-eighth part, or half the original interest of said Piatt in the Piatt Company.

2. Alexander H. Ewing three-eighth parts of the lands and interests of said company.

3. John S. Worthington one-eighth part of said interests.

4. The heirs of William M. Worthington, deceased, one-eighth part.

5. The heirs of John H. Piatt, viz: Benjamin Piatt, Hannah C. Grandin, Abraham S. Piatt, and Frances Dunn, two-eighth parts of

said interest. The said parts constitute the entire interest of the Piatt Company. William M. Worthington is understood to have died in the District of Columbia since the commencement of this suit, and his legal representatives to have been made parties.

6. John Rowan holds six-thirteenths of the land and interests of the Baum Company, derived through Steele's deed of trust from the original proprietors, as appears above.

7. Alexander H. Ewing holds four-thirteenths of said lands and interests, being the two Burnet shares as derived above; one and a half shares from John Rowan, whose part is transferred as above through Steele, (including the two shares claimed by Steele, but transferred from Barr to Ewing, and from Ewing to Rowan,) and the half share quit-claimed by Mack in 1835.

7. Micajah T. Williams holds one-thirteenth of said interests by transfer from Oliver.

8. Oliver claims two-thirteenths of Baum, by mortgage and foreclosure. This is the deduction of title, as it appears on the face of the papers. The precise share of each one at the present time may be ascertained, as mentioned before, by assuming a common multiple as representative of the whole interest of the Port Lawrence Company; which is divisible into two equal parts for the two original companies, and likewise by each separate interest.

All of which is respectfully submitted by

EDWARD D. MANSFIELD,
*Special Commissioner.*

Commissioner's fee, $10.

And afterwards, in this same term time, to wit, on the twenty-third day of July, it is suggested to the court, that, since the commencement of this suit, Frances Dunn, one of the heirs of John H. Piatt, has died intestate, and, on motion, leave is granted to John P. Dunn, Jacob P. Dunn, George Dunn, Strange S. Dunn, George Tousey and Hannah his wife, William Layton and Sarah Jane his wife, Francis E. Smith, Adam C. Smith, and John C. Smith, his heirs at law, to come and file their answers, and be defendants in this suit to the extent of their interests; and it appearing to the court that the said Francis E. and Adam C. Smith are minors under the age of twenty-one years, it is ordered that John C. Smith, their father and co-defendant, be guardian ad litem to his said children, and he accepts said appointment. And leave is further given to Abraham S. Piatt, a brother, and one of the heirs at law of John H. Piatt, to appear, file his answer, and be made defendant in this suit, to assert his rights as such heir. And thereupon the said defendants, by Wright, Coffin & Miner, their counsel, appear and file their answers; which are in the words and figures following, to wit:

*Answer—J. P. Dun and others.*

The joint answer of John P. Dun, Jacob P. Dun, George Dun, Strange S. Dun, George Tousey and Hannah his wife, William Layton and Sarah Jane Layton his wife, and John C. Smith, to the bill of complaint filed in this court by Robert Piatt against William Oliver and others:

The respondents, John, Jacob, George, and Strange Dun, Tousey and wife, and Layton and wife, and Smith, by leave of the court, first had according to the act of Congress in such cases provided, reserving all benefit of exception, come and make themselves defendants to this case, and state and show to the court, that John H. Piatt, one of the partners in the Piatt Company mentioned in the proceedings, with an interest of one-fourth in said company, and died seized thereof intestate, as stated in the amended bill, leaving Benjamin M. Piatt, Abraham S. Piatt, Hannah C. Grandin, and Frances Dun, his sole heirs at law. That since the commencement of this suit, the said Frances Dun has died intestate, leaving the respondents, John, Jacob, George, and Strange Dun, Hannah Tousey, and Sarah Jane Layton, *his* children, and the children and representatives of Mary E. Smith, late wife of respondent John C. Smith, her heirs at law; each child's part being one-seventh of the fourth claimed by the said Frances Dun, as sister of the said John H. Piatt. Respondents assert the claim which was in the said Frances Dun, and admit the formation of the companies described in the complainant's bill, the purchase of the property therein named, and that the title thereof is in the said Oliver, in trust for those his late copartners, and their heirs and representatives. The respondents ask to have the rights of their ancestors, the said John H. Piatt, and the said Frances Dun, protected by the decree of this court, and that portion, which in case of her life, would have fallen to the share of the said Frances, may be decreed to them in the final decree, &c.

JOHN. P. DUN,
JACOB P. DUN,
GEORGE DUN.
STRANGE S. DUN,
JOHN C. SMITH,
GEORGE TOUSEY,
HANNAH TOUSEY, his wife.
WILLIAM LAYTON, and
SARAH JANE LAYTON, his wife.
By WRIGHT, COFFIN & MINER,
*Their Counsel.*

*Answer—Francis E. Smith, Adam C. Smith, by J. C. Smith, guardian.*

The joint answer [of] Francis E. Smith and Adam C. Smith, by John C. Smith, their father and guardian ad litem, admitted by the court here, to the bill of complaint filed by Robert Piatt against William Oliver and others:

These respondents, admitted by the court, make themselves defendants, and reserving to themselves all benefit of exception to the errors in said bill and proceedings, state and show to the court, that John H. Piatt, one of the original parties in the Piatt Company described in the bill, died seized of an interest of one-fourth in the property owned by said company, and in contest in this suit, intestate, and leaving Benjamin M. Piatt, Abraham S. Piatt, his brothers, and Frances Dun, and Hannah C. Grandin, his sisters, his heirs at law, to whom the said interest of the said John H. Piatt descended. That since the commencement of this suit, the said Frances Dun has also died intestate, leaving John, Jacob, George, and Strange, her sons, and Hannah Tousey, and Sarah Jane Layton, her daughters, and respondents, minor children of Mary E. Smith, also deceased, and another daughter of the said Frances, together with John C. Smith, her late husband, and father of respondents, her heirs at law. Respondents assert their claim to an undivided seventh part of the interest which descended to the said Frances Dun, as one of the heirs of the said John H. Piatt, and pray the court [to] decree it to them on the final hearing in this case.

FRANCIS E. SMITH,
ADAM C. SMITH,
By their guardian, ad litem, J. C. SMITH.
WRIGHT, COFFIN & MINOR, *his Counsel.*

*Answer—A. S. Piatt.*

The several answer of Abraham S. Piatt, of the State of Indiana, to the bill of complaint of Robert Piatt against William Oliver and others.

And the said Abraham, by leave of the court here, for that purpose first had, according to the act of Congress, reserving all exceptions, comes and says, that he admits the formation of the companies set forth in the bill, amended bill, and the answer of the defendant Ewing; and that John H. Piatt, in his lifetime, was a partner in the said Piatt Company, with an interest of one-fourth of their investment; that he died possessed of said interest, leaving as heirs at law Benjamin M. Piatt, this respondent, Hannah C. Grandin, and Frances Dun, then wife of Isaac Dun, with administrators, as in the amended bill is particularly set forth. This respondent, as one of said heirs at law, begs leave now to set up and assert his right as said heir of John H. Piatt, to one-fourth part of the interest in controversy in this suit, which was the property of the said

John H. Piatt at his death, and prays that his interest may be decreed to him in the disposition of the case.

ABRAHAM S. PIATT, by
WRIGHT, COFFIN & MINOR, *his Counsel.*

*Order of court.*

And afterwards, at this same term, to wit, on the twenty-fifth day of July, anno domini one thousand eight hundred and forty-two, came the parties by their attorneys, and, on motion, this case is again referred to the master, E. D. Mansfield, esq'r, to state separate accounts of the compensation which, under all the circumstances, ought to be made to the said William Oliver and to the said Micajah T. Williams for their services; and also an account for expenses in the procurement, management, and improvement, in the value of the trust property, consisting of tracts 1, 2, 86, 87, and the 10 acres in No. 3; and that the said master also restate separate accounts touching the moneys or other proceeds arising to said Oliver and Williams, from sales made prior to the filing of the bill, of any parts of said trust property; and also of the account of said Oliver against the Port Lawrence or Piatt company, for advances not heretofore reimbursed.

In estimating services, expenses, &c., the master is to have reference to the advantage derived from said expenses and services, &c., as well to tracts No. 3 and 4, and the ½ sec. No. 3, and S. W. qr. sec. No. 2, town. 3, as to the tracts before named. And that in performing this order, the master, besides having reference to the papers, depositions, &c., now on file, may take further testimony, or further examine the parties if he deems it necessary.

And afterwards, to wit, on the twenty-seventh day of July, anno domini one thousand eight hundred and forty-two, came into court here, the said Master Commissioner Mansfield, and filed herein his report, which is in the words and figures following, to wit:

*M. Com'r Mansfield's report.—July* 27, 1842.

UNITED STATES CIRCUIT COURT, *District of Ohio:*

ROBERT PIATT
vs.
WILLIAM OLIVER et aliis. } In chancery.

Edward D. Mansfield, special master commissioner appointed in this cause, reports:

He is directed—1st. To restate the accounts of sales, expenditures, and allowances heretofore made, by or to the defendants in this cause. 2d. To note separate accounts for the compensation of said defendants in the "procurement, management, and improvement" of the estate, by them held in trust. And 3d. To state the accounts of said Oliver against the Port Lawrence or Piatt Com-

pany, for advances. And the whole to be done in reference to the advantages derived to the whole property, held by said parties, and mentioned in the bill.

The master has read with great care, [the] extensive and detailed report heretofore made by Commissioner Perry, and also verified it by an examination of the most important documents submitted in the cause. The said report was evidently made with care and skill—and to that, reference is made for the details of the report following. To ascertain the amount of money received, and due from sales made by said Oliver and Williams, in tracts 1 and 2, it is necessary to invert the order of sales, and commence with the separate lots sold from the joint interest of said parties, and those to whom they had previously sold undivided interests.

By reference to page 55, of Master Perry's report, the individual lots sold, and the prices they sold for, will be found enumerated. These, it appears from the evidence before the court, were all the lots sold prior to the filing of this bill. On page 86 of said report, a statement of the moneys received from said sales is made, which, with the interest, calculated to the 25th July, 1842, stands thus:

| | |
|---|---|
| 1. Gross sum received up to the 5th July, 1841 - | $28,650 35 |
| Interest on the same to the 5th July, 1841 - | 8,322 52 |
| Interest on the original sum to 25th July, 1842 - | 1,814 67 |
| | $38,787 54 |
| Paid in improvements by Comstock and Bissell, as page 85 of the aforesaid report—original sum - - - - - - | 3,750 00 |
| Interest on the same to 5th July, 1841 - - | 1,808 33 |
| Interest on the original sum to July 25th, 1842 - | 237 50 |
| Total amount of receipts - - | $44,583 37 |
| 2. Sums of money due, or since paid, on the sale of the aforesaid individual lots, as reported aforesaid, pages 87 and 121. | |
| Original sum - - - - - | $9,456 36 |
| Interest, reported aforesaid, to July 5th, 1841 - | 2,629 79 |
| Interest to July 5th, 1842 - - - | 578 88 |
| | $12,665 03 |

3. Expenditures and improvements.—Nearly all the expenditures made are chargeable to the company generally, and are therefore to be paid out of the sale of individual lots owned by the company. In looking over these various expenditures, there ap-

pears to be none which were not made in good faith, and which were not fairly calculated to promote the growth of the town. The best evidence of this is found in the fact, that the intelligent proprietors supposed themselves to be acting solely for their own interests, and, therefore, to have applied the means, in their judgment, best adapted to promote it. All these expenditures are therefore allowed, as they are charged, on pages 89 to 92, inclusive, with these exceptions. First. The charge for procuring a county seat, will be omitted altogether for these reasons: first, because the advantages derived from it, are no more applicable to any of the tracts mentioned in this bill, than to various other properties in the neighborhood; 2dly, because it seems to have been paid without any sufficient warrant of success. The subscription to the Kalamazoo railroad stock is attended with this difficulty: the expenditures, so far as the company is concerned, is only the *difference* between the value of that stock and the sum paid for it. This cannot be ascertained; nor, indeed, what its present condition is. The railroad was unquestionably of the greatest benefit to the town; but in the present condition of this item, the correct way is to leave it, with the interest in the stock, if there be any, to the original subscriber. The taxes were paid chiefly before the partition deeds among the proprietors were made, and *is* therefore to be placed in the account of Oliver and Williams, and not that of the company. As to all the residue of the expenditures mentioned in the aforesaid report, they are reallowed, and are stated, with interest thereon, thus:

| | |
|---|---|
| Original sum charged - - - - | $32,022 60 |
| Interest thereon in the former report - - | 7,731 53 |
| Interest thereon to the 25th July, 1842 - - | 2,032 42 |
| Total - - - - | $41,786 55 |
| Correction—court-house $\frac{2}{3}$, with interest - - | 1,026 86 |
| | $42,813 41 |

4. The account stated for moneys received and due on individual lots sold in 1 and 2, with the expenditures to be charged thereon, stands—

| | |
|---|---|
| Moneys received - - - - | $44,583 37 |
| Moneys expended - - - - | 41,786 55 |
| | $2,796 82 |
| Correction—deduct as above - - - | 1,026 86 |
| True sum - - - - | $1,769 96 |

| | |
|---|---|
| Oliver and Williams' share therein being $\frac{7}{32}$, $611 80. | |
| Moneys due, *per page 2d* - - - | $12,665 03 |
| Oliver and Williams' share therein being $\frac{7}{32}$ parts - - - - - | $2,770 46 |
| Deduct Oliver and Williams' credit - - | 124 67 |
| | $2,645 79 |
| Total of Oliver and Williams' share in moneys and debts of the company - - - | $3,382 26 |
| Corrected sum, as above - - - | $2,645 79 |
| NOTE.—Company credited with Benson and Fitch's account, with interest, is - - | $2,340 00 |
| Deduct bal. - - - - - | 1,769 96 |
| Balance in favor of company - | $570 04 |
| Oliver and Williams credited with $\frac{7}{32}$ is - | $124 67 |

5. The next point is the moneys received for proprietary interests in 1 and 2, with the expenditures to be deducted, and the residuary fund for which they are trustees. By reference to the Master's report, page 85, the sales of proprietary interests, excepting therefrom the amounts applied in improvements, and already accounted for, will be found. There is an error in that account. The interest on $2,500, part of Bissell's purchase money paid in improvements, is twice charged: first, as money, and next as on the improvement. The first of these charges is to be struck out. The account then stands—

| | |
|---|---|
| Sale to Bissell, with interest to the 25th July, 1842 | $6,717 75 |
| Sale to Smith and Macy " " " | 5,852 49 |
| Sale to Pratt and Taylor " " " | 5,852 49 |
| Sale to Lynde and Raymond " " " | 12,869 58 |
| Sale to Lot Clark " " " | 12,709 50 |
| Sale to Philander Raymond " " " | 7,038 20 |
| Total moneys received - - | $51,040 01 |

| | |
|---|---|
| Deduct from this amount the amount of taxes found by the master to have been paid by Oliver and Williams, and most of which are properly to be credited to their account, as original proprietors, with interest from date of bill - - - | 2,116 12 |
| Actual amount to be charged them - - | $48,923 89 |
| 6. The sales in tracts 86 and 87, with the expenses thereon, will be found on page 107, of said master's report, and are, with interest thereon, thus: | |
| Moneys received, original sum - - - | $2,331 00 |
| Interest calculated in said report - - | 851 59 |
| Interest to the 25th July, 1842 - - - | 147 63 |
| | $3,330 22 |
| Expenditures - - - - - | $280 38 |
| Interest thereon to 25th July, 1842 - - | 17 74 |
| | $298 12 |
| Deducting this sum, the moneys received - | $3,032 10 |
| 7. The sales in the 10 acres reserved will be found on pages 99 and 100 of the master's report. By this, it appears that Oliver sold $\frac{1}{3}$ of said 10 acre tract to Lot Clark, on the 12th September, 1835, for $1,000. | |
| Original sum - - - - - | $1,000 00 |
| Interest thereon to 25th, July, 1842 - - | 415 00 |
| Total received - - - - | $1,415 00 |

*2d Head.*—The next point referred to by the master is the compensation to be allowed Oliver and Williams, under all the circumstances for their services in "the procurement, management, and improvement in value of the trust property, consisting of tracts 1, 2, 86 and 87, and the 10 acres in number 3," looking also to the resulting benefits. There is no precise standard by which such compensation can be fixed, and in the very nature of the case, there is a portion of the time and service, for which compensation must be wholly arbitrary; some collateral aid is furnished by commercial practice, which the master has applied as a test to try the conclusions to which he had arrived by a detailed process. There

are two species of service which Messrs. Oliver and Williams have rendered, independent of particular acts done. The first is the *legal act* of Mr. Oliver from 1818 to 1831, and of Messrs. Oliver and Williams jointly since, in holding, as decided by the court, a title for the cestui que trust, in property, which, both by natural position and by artificial improvement, became of very great value. The second is one peculiar to their skill and position, and which probably would have been less effective in the hands of any other individuals. The value of an agent's services depend upon all the circumstances, whether of skill, character, or position, which render those services available to his employer. The character of the services rendered by Oliver and Williams may be classified into four kinds in their chronological order.

1. From July 4th, 1818, to the 16th May, 1831, Oliver alone is deemed to have been a trustee holding the legal title, and doing such collateral acts as became necessary as trustee for complainant.

2ndly. From the summer of 1828 to February, 1831, a portion of the first period, Oliver was actively engaged in the Michigan University negotiation, in the success of which was involved nearly all the subsequent prosperity of Toledo. This involved both time and expense, and particularly included a personal influence, which the evidence before the court seems to establish could have been rendered so effective by no one else. For this, therefore, he is entitled to specific compensation, independent of his trusteeship.

3dly. From the sale to Williams, May 16th, 1831, to April, 1836, when complainants filed their bill, and active operations ceased, was the period in which active services were rendered by Oliver and Williams jointly, and for which they are entitled to suitable salaries. In this period, also, must be included a specific compensation for services rendered by Mr. Williams, as a fee for the knowledge and information upon localities judiciously applied by Mr. Williams to the location of the Maumee Canal; services which were essential to this, as well as all the property mentioned, and for which, beyond a doubt, any company of prudent proprietors, would have paid to obtain the results.

4th. The next and last period is from the date of the bill to the present period, in which Oliver and Williams remain as before joint trustees, but without any great amount of labor. The chief difficulty lies, not in recognising the existence of these services, but in applying to them any accurate criterion of value. The master has arrived at the following results:

*1st Period, from the 4th of July*, 1818, *to May 16th*, 1831, *twelve years, ten months, and a half.*

Mr. Oliver is a trustee in possession, not performing, except in the specific instance mentioned, much labor; but in looking to the results springing from the fact of his holding the title, unquestionably attended with responsibility. Mr. Oliver claims for this the

salary originally allowed, with interest thereon; but it is most obvious that no company, while their property was in a state of quiescence, would have allowed it. On the other hand, it is said that he should be allowed only specific services. This, also, is an erroneous criterion. For no sums allowed for such occasional service will cover the proper responsibility of a trustee. The master has therefore come to the conclusion, that Mr. Oliver should in this period be allowed half the original salary proposed by the Port Lawrence Company, but should be allowed it in gross without interest, because it arises solely out of a legal trusteeship without any prior contract of the parties.

| | |
|---|---|
| 1. The half of the sum originally allowed per annum is six hundred dollars, and this during 12 years, 10 months, and a half, is - - | $7,750 00 |
| 2. The specific sum allowed for services in the Michigan University negotiation is $2,000, which, if due at all, was due on the 7th February, 1831; interest is therefore to be allowed for 11 years, 4 months and a half, which is $1,781 50 - - - - - | 3,365 00 |
| 3. From May 16th, 1831, to April 16th, 1836, Mr. Oliver is allowed as active agent and trustee, a salary of $1,200 per annum, with interest thereon from the date of each year, is - | 8,970 00 |
| 4. From April 10th, 1836, to July 25th, 1842, at the rate of $1,000 per annum, with interest thereon, which is - - - - - | 6,990 00 |
| Total for the services of W. Oliver, - | 28,275 00 |
| Correct by taking half the last item of salary - | 3,495 00 |
| | $24,780 00 |
| Due from the Port Lawrence Company to Wm. Oliver, pages 35 and 36 of the report aforesaid - - - - - - | 3,680 10 |
| Interest to the 25th July, 1842 - - - | 220 80 |
| | 3,900 90 |
| Additional account with interest, page 46 - | 735 00 |
| From this deduct credits on page 97. | 4,635 90 |
| $530 and $100, with interest - - - | 667 90 |
| Due - - | 3,968 00 |
| Error $200, added - | 4,168 00 |

| | |
|---|---|
| 5. From the 16th May, 1831, to 16th of April, 1836, Mr. Williams is to be allowed the same sum as Mr. Oliver, viz: $1,200 per annum and interest - - - - - | $8,970 00 |
| 6. Mr. Williams is for services specifically rendered in the canal location, which arose from knowledge peculiar to himself, and which the master has estimated, independent of any moral or political influences, the same sum previously allowed Oliver in the Michigan case, with interest however only from the date of this bill, it not being known exactly at what period these services were terminated, which amounts to - - - - - - | 2,760 00 |
| 7. Mr. Williams is to be allowed the same salary as Mr. Oliver, viz: $1,000 per annum, from the date of the bill to the 25th of July, which is | 6,990 00 |
| Total to Williams - - | 18,720 00 |
| Correct the above total by deducting half the last item, viz: $3,495 00 - - - | 3,495 00 |
| Leaves - | $15,225 00 |

In making these allowances, the master begs leave to state, that the order directed to him, required him to take "all the circumstances" of the case into view, and looking at the results he has arrived at, he finds by other tests, that they are by no means disproportioned to the result which would have been arrived at by ordinary mercantile usages. The sum allowed Oliver is, in the gross, but about $1\frac{1}{4}$ per cent. per annum on the gross amount transferred by this decree. Again, the sum allowed both parties, is but a little more, in the general aggregate, than one-*fifth* the gross sum—which is now nearly all of it, the profits of the trade.

*Summary of results.*

| | |
|---|---|
| *Page* 5. 1. Total amount of the sales of proprietary interests, deducting expenses - - - | $48,923 89 |
| 2. Oliver and Williams' share of the company proceeds, being, *page* 4, $\frac{7}{32}$ parts thereof in money —credited as before—page 4. | |
| 3. Oliver and Williams' share of the said proceeds, in debts due, *page* 4, and which must be taken as available till the contrary appears - - | 2,770 46 |
| Deduct—page 4 - - - - | 124 67 |
| | $2,645 79 |

| | | |
|---|---|---|
| 4. Oliver and Williams charged with the net proceeds of, *page* 6, sales in 86 and 87, to 25th July, 1842 | | $3,032 10 |
| 5. Oliver and Williams charged with the net proceeds of $\frac{1}{3}$ of, *page* 6, 10 acres, to 25th July, 1842 | | 1,415 00 |
| | | $56,753 25 |
| Deduct as above | | $611 80 |
| And | | 124 67 |
| Total amount of moneys charged to Oliver and Williams on account of sales made prior to the filing of this bill, with interest charged, and expenses allowed, to the 25th July, 1842 | | $56,016 78 |
| William Oliver will be credited with the amount of his individual account, as stated on page 10 | | $3,968 00 |
| He will be credited with the aggregate of compensation, on page 10 | | 28,275 00 |
| | | $32,243 00 |
| Deduct corrections, page 10 | | 3,295 00 |
| | | $28,948 00 |
| M. T. Williams will be credited with the aggregate of compensations allowed him | | $18,720 00 |
| Deduct corrections, page 10 | | 3,495 00 |
| | | $15,225 00 |
| From which deduct the amount of charges against him in page 96, of former report, viz: | $464 77 | |
| With these additions. | | |
| Rent of warehouse brought down to July 4th, 1842 | 150 00 | |
| Interest on liquidated account | 27 84 | |
| | 1 54 | |
| | | 644 15 |
| | | $18,075 85 |
| Correction deduct | | 3,495 00 |
| | | $14,580 85 |

| | | |
|---|---|---|
| Aggregate allowances to Williams and Oliver jointly | | $50,318 85 |
| Corrected total - - - | | 43,528 85 |
| Balance against them in money, exclusive of lands and interests - - - - - | | $6,753 25 |
| Corrected total against defts. - | | $12,447 93 |
| On the above sums, no interest on interest has been calculated, except in two or three cases of liquidated accounts. The following is a correction of the balance, after deducting the following aggregates of defalcation, as allowed by the court, viz: | | |
| 1. A. Palmer, August 1, 1837, *page* 51 - - | | $4,260 79 |
| Interest thereon to August 1, 1842 - - - | | 1,308 00 |
| | | $5,568 79 |
| 2. Edward Bissell (page 30) - - | $1,844 15 | |
| Interest thereon to August 1, 1842 - | 583 20 | |
| | | 2,427 35 |
| 3. Comstock, S. B. (page 58) - - | $743 33 | |
| Interest to August 1, 1842 - - | 232 99 | |
| | | 976 32 |
| | $976 32 | |
| Total defalcations - - | | $8,872 46 |
| Total balance against Oliver and Williams, as above found - - - - - - | | $12,447 98 |
| Total balance against Oliver and Williams - | | $3,575 52 |
| Deduct, as finally corrected, for court-house expenditure - - - - - - | | 1,338 17 |
| Being the whole of said subscription, credited with interest thereon, except what is before allowed. | | $2,237 35 |

3. *Third head.*—The last point referred to the master, is an apportionment of the respective interests of the Port Lawrence and Piatt Companies, in the property transferred by the decree. It seems from the papers, that in exchange for 1 and 2, made with the University of Michigan, there was given 3 and 4, the property of the Port Lawrence Company, except the 10 acres reserved, and 3 quarter-sections described in the papers, which were the exclusive property of the Piatt Company. It becomes necessary to ascertain the relative values of the property given in exchange, in order to deter-

mine the shares of these companies respectively in the proceeds of the decree. The rule of equity seems to demand that we should ascertain, if possible, the relative values of 3 and 4, and the 3 quarter-sections, *at the time* the transfer was made. There are on file, the depositions of Hunt and Conant, fixing appraisements of these lands at different periods. These deponents seem to be disinterested, so far as this property is concerned. There is also the deposition of Stickney, who is less disinterested, but who is long a resident of that county. The depositions of Hunt and Conant show the value of these lands for 1830 and 1832. The exchange was made in February, 1831. Taking the average of their table for the value for 1831, gives the following result:

| | |
|---|---|
| Nos. 3 and 4, at 15 per acre, (287 acres) - - | $4,305 00 |
| S. W. ¼ sec. 2, T. 3, at $3½—prices - - - | 560 00 |
| N. W. ¼ sec. 3, T. 3, at $2½ - - - | 400 00 |
| S. W. ¼ sec. 3, T. 3, at $2½ - - - | 400 00 |
| | $1,360 00 |
| The proportion of the Piatt Company's share is ½ the Port Lawrence Co. - - - - - | $2,152 50 |
| And the 3 quarter-sections - - - - | 1,360 00 |
| | $3,512 50 |
| The Baum Company will have - - - | $2,152 50 |

This apportionment gives this final result—divide the whole proceeds of the decree into 566 parts, and the Piatt Company will have 351 parts; the Baum Company 215 parts; or a little different from the ratio of 3 to 2.

The master is also referred to another rule, viz: A sale under the attachment which took place in 1826. There is, however, this exception to that, that it took place five years from the period to which we refer. That sale gives a ratio of 495 parts to 175, in favor of the Piatt Company. On the whole, the master prefers the apportionment which results from the appraisement of Messrs. Hunt and Conant, because it is most evident, upon inspection of the geography of the country, and the position of Swan creek, that 3 and 4 were naturally the most valuable. If, however, the court prefer that resulting from the attachment sale, the ratio of the parts is given above. If the first apportionment is preferred, it is only necessary to direct the apportionment of the proceeds to the Piatt and Baum Companies in the ratio of 351 parts to 215. The apportionment among the individual holders, may be made in the manner pointed

out in the former report. The master, in conclusion, observes, that the variances in compensation, between this and the former report of Master Perry, are these, to which the attention of the court is called:

1st. The allowance of half salary to Oliver, during the existence of his individual trusteeship, and the non-allowance of interest upon it.

2dly. The increase of compensation during the active period of the business.

3dly. The allowance to M. T. Williams [of] a specific sum for the application of his superior knowledge in the location of the Maumee canal.

There are disallowances, on the other hand, of a sum appropriated to locating the county seat, and also the subscription to the Kalamazoo railroad. These were disallowed, not because they were made for useful objects, but because a just apportionment of the real benefit cannot be made. The master will further remark, that he thought the words and spirit of the order directed, required that he should look, in the compensations, to the result of this judicial history, vesting in the complainants property in the whole, appraised with the amount of the decree, about two hundred thousand dollars in value, independent of those compensations allowed. If that was an erroneous view, it is within the power of the court to correct it. If in that he was right, the allowances, in gross, he deems not too great. There are, perhaps, some errors of detail, in respect to matters or accounts accrued recently; but they may be added hereafter, should the decree be carried into effect.

All which is respectfully submitted by the master.

EDWD. D. MANSFIELD,
*Master Commissioner.*

Master's charge on the above report is $50 00.

Whereupon, a portion of the parties filed their exceptions to the said report as follows, to wit:

*Exceptions.*

Exceptions, by a portion of the defendants, to the report of Master Mansfield, as to the accounts of the parties.

1. The allowance to Williams, as second trustee, is excessive, inasmuch as the allowance to Oliver is sufficient compensation for the agency of said lands.

2. The allowance to Oliver and Williams, for agency, since the commencement of the suit, should be rejected altogether, or reduced.

3. The master has not deducted the proportion of the expenses and allowances, falling to that portion of the property held by the said Oliver and Williams, in the property decreed, and also in tracts 3 and 4.

*Pages* 48, 49, 50, *and* 51, *Report.*

4. The master has allowed Oliver the whole or balance due on his mortgage decree, when the same has been settled with him, and forms the consideration of the release by the administrators and heirs of Baum to him.

J. C. WRIGHT, *for Ewing.*
J. H. PIATT'S *Heirs.*
THOMAS SCOTT, *for Complainant.*
JOHN ROWAN, *for self.*
JOHN G. WORTHINGTON,
*For self and Wm. M. Worthington's trustee.*

And afterwards, to wit, on Friday, the twenty-ninth day of July, in the year last aforesaid, came the parties, by their solicitors, and thereupon, the complainant suggests the death of three of the defendants, to wit: Kershner Baum, David C. Baum, and Jacob Baum, who have died intestate and without issue, the estate vested in them respectively at the time of their respective deaths, descended to, and became vested in, their surviving brother and sisters, who, with others, are named as parties defendants to the complainant's bill, and by leave here for this purpose first had and obtained, the complainant amends his said amendatory bill as follows, to wit: and your orator prays process of subpœna against the said Abram S. Piatt, Isaac Dun and Frances Dun his wife, John Rowan, the unknown heirs of William Steele, deceased, Alexander Finley and Ellen Finley his wife, Woodhull C. Schenck, Andrew Mack, William M. Worthington, Israel T. Canby, and Gorham A. Worth, in case they should be found within the district of Ohio, and jurisdiction of this honorable court, or voluntarily enter their appearance as defendants; and that, in either of these events happening, they may be taken and considered as defendants to your orator's said bill of complaint in this behalf, and that this amendment may be taken and considered as incorporated in your orator's said amendatory bill of complaint, at the time the same was filed.

Whereupon, E. D. Mansfield, esq., the special master appointed herein, made the following additional reports, in pursuance of the order of court, to wit:

*Master Commissioner Mansfield's Report.*

UNITED STATES CIRCUIT,
*District of Ohio, in Chancery:*

ROBERT PIATT,
vs.
WILLIAM OLIVER et aliis.

Edward D. Mansfield, to whom, as special master commissioner, this cause is referred for a further apportionment of the property decreed among the several parties in interest, reports:

1, That by reference to page 15 of the report, filed July 28th, 1842, it will be seen that the proportion of the said Piatt Company's interests, represented in said report, to said Baum Company's interest, is fixed thus:

| | | |
|---|---|---|
| 1. Piatt Company | - - - | 351 2-10 parts. |
| 2. Baum Company | - - - | 215 2-10 " |

Multiplying these results by (5) five, in order to get a common multiple, divisible easily by all the interests represented, we have this division:

| | | |
|---|---|---|
| 1. Piatt Company | - - - | 1,756 parts. |
| 2. Baum Company | - - - | 1,076 " |
| | Adding them - | 2,832 " |

The property mentioned in the decree, is then to be divided by the number 2,832, as a common multiple. In order to find out how many of the unit numbers represent the interest of each party, we refer to page 6 of the report, filed on the 22d July, 1842. We find there that the interests of the Piatt Company *are* thus represented:

| | |
|---|---|
| 1. Alexander H. Ewing - - - | - 3-8ths |
| 2. heirs of John H. Piatt - | - 2-8 |
| 3. Robert Piatt - - - - | - 1-8 |
| 4. heirs of William M. Worthington | - 1-8 |
| 5. John G. Worthington - - - | - 1-8 |

Making the whole —.

The Baum interests are thus represented:

| | |
|---|---|
| 1. John Rowan - - - | - 6-13ths |
| 2. Alexander H. Ewing - - | - 4-13 |
| 3. William Oliver - - | - 2-13 |
| 4. M. T. Williams - - | - 1-13 |

Dividing the Piatt representative number (1756) by eight, (8,) we have 219 5-10ths, as the portion 1-8th part. The Piatt interests then *stand* thus:

| | | |
|---|---|---|
| 1. Robert Piatt - - - | - 219 5-10 | |
| 2. heirs of John H. Piatt, viz: Benjamin Piatt, Hannah C. Grandin, Abraham S. Piatt, and Frances Dun | - 439 | parts. |
| 3. heirs of William M. Worthington | - 219 5-10 | |
| 4. John G. Worthington - | - 219 5-10 | |
| 5. Alexander H. Ewing - | - 658 5-10 | |

which added together make the total 1,756. The Baum interests, represented by the number 1,076, will be divided into 13 parts, in the same manner, and give to the several representatives in that company these representative numbers, viz:

| | | |
|---|---|---|
| 1. John Rowan, esq. | $\frac{6}{13}$ths | $496\frac{6}{10}$ths parts. |
| 2. Alexander H. Ewing, | $\frac{4}{13}$ths | $331\frac{1}{10}$th. |
| 3. William Oliver, | $\frac{2}{13}$ths | $165\frac{5}{10}$ths. |
| 4. M. T. Williams, | $\frac{1}{13}$th | $82\frac{8}{10}$ths. |

Which, added together, gives - - 1076, their representative number.

Consolidating all these interests, their representative numbers stand thus:

| | |
|---|---|
| 1. Alexander H. Ewing - - - - | $989\frac{6}{10}$ths. |
| 2. John Rowan, esq. - - - - | $496\frac{6}{10}$ths. |
| 3. Heirs of John H. Piatt, esq., viz: the aforesaid Benjamin Piatt, Hannah C. Grandin, Abraham S. Piatt, and Frances Dunn, in equal parts - | 439. |
| 4. Robert Piatt - - - - - | $219\frac{5}{10}$ths. |
| 5. Heirs of William M. Worthington - - | $219\frac{5}{10}$ths. |
| 6. John G. Worthington - - - - | $219\frac{5}{10}$ths. |
| 7. William Oliver - - - - - | $165\frac{5}{10}$ths. |
| 8. M. T. Williams - - - - - | $82\frac{8}{10}$ths. |
| Which gives the aggregate - - - - | 2832 parts. |

The whole proceeds of the decree are to be divided, therefore, by the common multiple (2,832), and the quotient thus obtained is to be multiplied by each of these representative numbers. The result will be within a minute fraction of the exact amount included in the decree of the court, belonging to each of the said parties in interest. All of which is respectfully submitted by

EDWARD D. MANSFIELD,
*Special Commissioner.*

Fee charged by commissioner, $10.

*M. Commissioner's Report.*

UNITED STATES CIRCUIT COURT, *District of Ohio, ss:*

ROBERT PIATT
vs.
WILLIAM OLIVER et aliis. } In chancery.

The account of Martin Baum, page 41 of Master Perry's report, has been referred back to the present master. The master had confounded this account in his mind with that part of the former master's report, which states, that nothing was claimed for the *services* of said Baum. This account is, however, for moneys actually paid out, and, appearing to be properly authenticated, is allowed.

| | |
|---|---|
| Account liquidated by the master, July 5th, 1842, | $1,941 03 |
| Interest to the 25th July, 1842 - - - | 122 93 |
| | $2,063 96 |

This sum will be apportioned pro rata among the several members of the Port Lawrence Company, in the proportions stated in the last report, except the shares of Williams and of Oliver—Williams having paid his part, and Oliver having received his shares from Baum, it is supposed, free of incumbrance. The amounts will be ascertained in the manner stated in the last report, and deducted from each one's share of the proceeds.

EDWARD D. MANSFIELD,
*Special Commissioner.*

Master's fee, $5.

And thereupon the respondents, Oliver and Williams, by their solicitors, filed exceptions to the reports of said Master Commissioner Mansfield, in the words and figures following, to wit:

*Exceptions by Oliver and Williams.*

Exceptions by Oliver and Williams to the report of Ed. D. Mansfield, esq., filed July 27th, 1842.

1. That the allowance of $2,000, made to Oliver for negotiating exchange with Michigan University, is wholly inadequate.

2. That the allowance of $600 per year (without interest), from July, 1818, to May, 1831, is also inadequate.

3. That the annual salary to Oliver and Williams, for the last eleven years, of $1,200 per year each for a portion of the time, and $1,000 for the residue, is entirely below the value of the services rendered, and is no fair proportion to the *results* of those services.

4. That the allowance of $2,000 to Mr. Williams, for his agency in regard to the canal location, is greatly below the value of those services, especially in reference to their results upon the value of the property.

5. That the master has not allowed the sum of $1,250 (and the interest) paid by Oliver, upon subscription to county commissioners for location of county seat at Toledo.

6. That the master has not allowed the sum of $1,480 paid on subscription towards the Kalamazoo railroad.

7. That the master has charged Oliver and Williams with $2,770 46, as their share of moneys outstanding and not received from the sales of lots before the partition among the proprietors of Toledo, without evidence of its receipt by them.

8. That the master has charged Oliver and Williams with all the cash received before the partition, from sales made, without deducting the defalcations of the agents of the company, amounting to, say $6,304 52 in the case of Palmer, and say $2,395 35 in the case of Bissell, and $959 79 in the case of Comstock; which will appear by the company books, and which are hopeless defalcations.

9. That the master has made a clerical error of $200 against Oliver, at page 10 of his report, in transcribing from page 97 of

Master Perry's report, and putting the sum transcribed at $530, instead of $330.

10. That in making allowance for taxes paid, no allowance has been made for the payment of penalties.

T. EWING & H. STANBERRY,
*Counsel for Oliver and Williams.*

*Exceptions continued.*

(Perry, p. 91, 92—Book Y, p. 145.)

11. That the total of hotel expenditures are not allowed, but an item of about $7,000 is omitted.

(Perry, p. 93—Book Y, p. 79.)

12. That the expenditure of $1,600 to B. S. Brown, and $100 to Fitch, for preparing and procuring the execution of partition deeds, is not brought into the account.

EWING & STANBERRY,
For OLIVER & WILLIAMS.

And now, to wit, on Saturday, the thirtieth day of July, in the year last aforesaid, this cause came on to be further heard at this term, and was argued by counsel; and thereupon, upon consideration thereof, it was declared and decreed, and is hereby adjudged, ordered, and decreed, as follows, viz:

*Final decree.*

1st. That Philip Grandin and Hannah C. Grandin his wife, Mary P. Ewing, Egbert T. Smith and Sarah R. Smith his wife, Nathaniel G. Pendleton, William J. Van Horn and Margaret Van Horn his wife, John Spencer and Susan Spencer his wife, Samuel Perry, as administrator of Martin Baum, deceased, Jacob Burnet, the administrator of William C. Schenck, deceased, William J. Van Horn, as administrator of William Barr, deceased, having been duly served with process requiring them to appear and answer the complainant's bills, and they not having appeared, plead, demurred to, or answered the same, as required by the rules of this court, the said bills, and the matters therein contained, are hereby, as against them respectively, declared to be taken as confessed.

2d. That the rights of the defendants, Isaac Dunn, the unknown heirs of William Steele, deceased, Alexander Findley and Ann Ellen Findley his wife, Woodhull S. Schenck, Andrew Mack, Israel T. Canby, and Gorham A. Worth, who are not inhabitants of the State of Ohio, or found within the district of Ohio, and jurisdiction of this honorable court, if any they or either of them have, or hath, in and to the lands and premises in question, be, and the same are hereby, reserved to them respectively, in as full and ample a manner as if this decree had never been rendered.

3d. That Eleanor Baum, Egbert T. Schenck, Elizabeth Schenck, James F. Schenck, jun'r, Susan Louisa Pendleton, Martha Pendleton, George Hunt Pendleton, Elliott Hunt Pendleton, Ann Pierce Pendleton, Nathaniel Pendleton, Mary Barr, William W. Barr, and David Barr, the infants, defendants, are hereby respectively allowed six months after attaining majority, to show cause, if any he, she, or they, hath or have against this decree.

4. And the court further decree, that all bona fide sales, interests, and undivided interests, in and to lots in the town of Toledo, in the ten acres of tract number three, and in the lots 86 and 87, made by the said Oliver and Williams, before the filing of the original bill in this case, together with the sixty acres sold by Martin Baum to Tromley and Prentice in tract 86, be, and the same are hereby, ratified and confirmed; and as to any of said sales not yet perfected by conveyances, and as to which the outstanding claims upon the purchasers have been reported on, it is decreed that the same inure to the said Oliver and Williams, and they are empowered to receive the amounts due thereon to their own use, and to convey the land to the purchasers. And all donations, appropriations, and dedications of any parts of said several tracts of land for any public use, heretofore made, be, and the same are hereby, confirmed to the original purpose of the donation, appropriation, or dedication. And inasmuch as Benjamin S. Brown, to whom, by the resolution of the proprietors, on the 17th September, 1837, the lots Nos. 109, 110, 111, were to be conveyed for the purpose of the appropriation of those lots, has departed this life, it is ordered, with the assent of the parties to this suit, in interest, that Richard Mott be, and he is hereby, appointed trustee, instead of said Brown, to carry out said appropriation. And the partition heretofore made between the said Oliver and Williams, and their assignees of interests, be, and the same is hereby, ratified and confirmed to the respective parties thereto, according to the original intent of the same; and it is further decreed, that the lease made by the said Williams to Garret D. Palmer, on the 24th November, 1840, be, and the same is hereby, confirmed; and the rents accruing and to accrue on said lease, since the first day of July, 1842, inure to the benefit of the parties in interest, as settled by this decree.

5. That the said Oliver and Williams hold the legal title to the following tracts of land mentioned in the pleadings, not otherwise disposed of in this decree, that is to say: tracts one and two, eighty-six, eighty-seven, and ten acres of tract three, in trust, for themselves and the other members of the Port Lawrence Company, so called, and those now holding and representing their interests, as tenants in common, in the proportions affixed to their names, that is to say, dividing the whole into 2,832 parts, then the said trust is—

| | | |
|---|---|---|
| For Alexander H. Ewing - - | 989 6-10 | parts. |
| " John Rowan - - - | 496 6-10 | " |
| " Robert Piatt - - - | 219 5-10 | " |

For John G. Worthington - - 219 5-10 parts.
" William Oliver - - 165 5-10 "
" Micajah T. Williams - - 82 8-10 "
" the heirs of William M. Worthington 219 5-10 " .
" the heirs of John H. Piatt - 439 parts. For the said heirs of J. H. Piatt, being Benjamin M. Piatt, Abraham S. Piatt, Hannah C. Grandin wife of Philip Grandin, each one-fourth part of the said 439 parts, and for the heirs of Frances Dunn the other fourth, viz: John P. Dunn, Jacob P. Dunn, George Dunn, Strange S. Dunn, Hannah M. Tousey wife of George Tousey, Sarah Jane Layton wife of William Layton, each one-seventh of said fourth; and Francis E. Smith, and Adam C. Smith, each one-fourteenth of said fourth.

6. And the court do further order, adjudge, and decree, that the said Oliver and Williams do, within five months from the date of this decree, by deeds, with special covenants, to be prepared by each of said parties for their respective interests, convey to each of said parties, in fee simple, the undivided proportion of said trust estate affixed to his or her name as aforesaid, together with the undivided interests in the same proportions in the wharves, ferries, &c., heretofore reserved for the use of the said Oliver and Williams in their former conveyances; and also the same proportions of all public edifices, materials, and advantages heretofore reserved to the said Oliver and Williams, saving to said Oliver and Williams the hotel materials; and also, in the same proportions, the interests remaining in the said Oliver and Williams in and to the following common and other property, that is to say: lots numbered 109, 110, 111, 119, 120, 121, 162, and 163, in the town of Toledo, and any others in which there is any such interest in said Oliver and Williams, they, the said Oliver and Williams, retaining in themselves only the proportions pertaining to them and ascertained as aforesaid. And it is further decreed, that the said Oliver and Williams permit the said parties, respectively, to enter into the possession and enjoyment of their said portion of said estate as tenants in common. And it is further ordered and decreed, that the said Oliver and Williams do, within the said sixty days, transfer to the said parties respectively, without recourse, in the same proportions, the demand on the books of said Oliver and Williams against Andrew Palmer, as agent, now amounting, according to the report of the master, to the sum of five thousand five hundred and sixty-eight dollars and seventy-nine cents; and the like demand against Edward Bissell, now amounting, according to said report, to the sum of twenty-four hundred and twenty-seven dollars and thirty-five cents; and also the like demand against Stephen B. Comstock, now amounting, according to said report, to the sum of nine hundred and seventy-six dollars and sixty-two cents; the said three sums being reported as due from the said Palmer, Bissell, and Comstock, of moneys which came to their hands as agents connected with the sale of lots and improvements in said town of Toledo.

7. It is further ordered and decreed, in respect of the moneys heretofore received by the said Oliver and Williams, or either of them, from sales, rents, or otherwise, arising from either of said tracts of land, which is not allowed to the said Oliver and Williams for compensation for their services, or for expenses on account of said trust property, that there remains in their hands, as said trustees, the sum of two thousand two hundred and thirty-seven dollars and thirty-five cents; which said sum is held by them, in trust, for themselves and the other parties, in the same proportions herein before found and decreed as to the said trust lands; and apportioning the same according to said rule, the parties will be entitled to the following sums:

| | | |
|---|---|---|
| To said | Alexander H. Ewing - - - | $781 76 |
| " | John Rowan - - - - | 392 35 |
| " | Robert Piatt - - - - | 173 40 |
| " | John G. Worthington - - - | 173 40 |
| " | William Oliver - - - - | 130 78 |
| " | Micajah T. Williams - - - | 65 39 |
| " | Alice Worthington, executrix and trustee of Wm. M. W. - - - | 173 40 |
| " | heirs of John H. Piatt - - - | 346 80 |

And of the share of the said John H. Piatt, the following are the portions of his heirs, that is to say:

| | | |
|---|---|---|
| To | Benjamin M. Piatt - - - - | $86 70 |
| " | Abraham S. Piatt - - - - | 86 70 |
| " | Hannah C. Grandin - - - - | 86 70 |
| " | John P. Dun - - - - - | 12 33 |
| " | Jacob P. Dun - - - - | 12 33 |
| " | George Dun - - - - - | 12 33 |
| " | Strange S. Dun - - - - | 12 33 |
| " | Hannah M. Tousey - - - - | 12 33 |
| " | Sarah Jane Layton - - - - | 12 33 |
| " | Francis E. Smith - - - - | 6 16 |
| " | Adam C. Smith - - - - | 6 16 |

And the court order and decree that the said Oliver and Williams pay, within five months from the date of this decree, the said several sums, except those opposite their own names, with interest; and in default thereof, that execution issue therefor as at law.

8. That the said William Oliver having held the legal title to the southeast quarter of section 3, town. 3, in the said reserve, as trustee in trust for the complainant and the other members of the Piatt Company, on the 25th day of July, 1835, at the time he sold and conveyed the same to William J. Daniels for the sum of $1,000, whereby the said complainant, and the other members of said company, their heirs or legal representatives, became, and are now, entitled to their proportionate shares of the avails of said sale, with the interest which has accrued thereon, amounting, in the ag-

gregate, to $1,420; that is to say, each are entitled to the proportionate shares of said avails annexed to their names respectively, viz:

| | |
|---|---|
| The complainant one-eighth part - - - | $177 50 |
| Alexander H. Ewing, three-eighth parts - - | 532 50 |
| John G. Worthington, one-eighth part - - - | 177 50 |
| Alice Worthington, as executrix and trustee of Wm. M. Worthington, deceased, one-eighth part - - | 177 50 |
| The heirs of John H. Piatt, deceased $\frac{2}{8}$ parts - - | 355 00 |
| That is to say, of the share of the said John H. Piatt, his heirs are entitled, as follows, to wit: | |
| Benjamin M. Piatt, the sum of - - - | 88 75 |
| Abraham S. Piatt - - - - - | 88 65 |
| Hannah C. Grandin - - - - - | 88 75 |
| John P. Dun - - - - - - | 12 68 |
| Jacob P. Dun - - - - - - | 12 68 |
| George Dun - - - - - - | 12 68 |
| Strange S. Dun - - - - - - | 12 68 |
| Hannah M. Tousey - - - - - | 12 68 |
| Sarah Jane Layton - - - - - | 12 68 |
| Francis E. Smith - - - - - | 6 34 |
| Adam C. Smith - - - - - | 6 34 |

It is therefore further decreed, that the said defendant, Oliver, do, within five months from this date, pay to the complainant, and the heirs and legal representatives of the original proprietors of the Piatt Company, the above sums annexed to their respective names, with interest from this date, or that executions issue therefor, as on judgments at law.

9. That Mary P. Ewing, in her own right, and the said Alexander H. Ewing, in right of his wife, the said Mary P. Ewing, being invested with the legal title to the northwest quarter of section 2, town. 3, in said reserve, as trustee in trust for the complainant and those now holding and representing their interest in the Piatt Company; that is to say, in trust for the persons, and in the proportions annexed to their respective names, as follows:

| | |
|---|---|
| The complainant, one-eighth part - - - | 20 acres. |
| Alexander H. Ewing, three-eighth parts - - | 60 " |
| John G. Worthington, one-eighth part - - - | 20 " |
| Alice Worthington, executrix and trustee of William M. Worthington, deceased, one-eighth part - - | 20 " |
| Heirs of John H. Piatt, deceased, two-eighth parts - | 40 " |
| That is to say— | |
| Benjamin M. Piatt - - - - - | 10 " |
| Abraham S. Piatt - - - - - | 10 " |
| Hannah C. Grandin, wife of Philip Grandin - - | 10 " |
| John P. Dun - - - - - - | $13\frac{3}{7}$ " |
| Jacob P. Dun - - - - - - | $13\frac{3}{7}$ " |

| | |
|---|---|
| George Dun | $1\frac{3}{7}$ acres. |
| Strange S. Dun | $1\frac{3}{7}$ " |
| Hannah M. Tousey, wife of George Tousey | $1\frac{3}{7}$ " |
| Sarah Jane Layton, wife of Wm. Layton | $1\frac{3}{7}$ " |
| Francis E. Smith | $\frac{5}{7}$ " |
| Adam C. Smith | $\frac{5}{7}$ " |

It is therefore further decreed, that the said Alexander H. Ewing and Mary P. Ewing his wife, do, within sixty days from the date of this decree, by deed, with special covenants, (to be prepared by each of said parties for their respective interests,) convey to the said parties, in fee simple, except the said John G. Worthington, to whom a conveyance of his proportion has already been made, the undivided proportion of said trust estate, affixed to his or her name as aforesaid; they, the said Alexander H. Ewing and Mary P. Ewing, retaining in themselves the proportion pertaining to them, as ascertained as aforesaid. And it is further decreed, that the said Alexander H. Ewing and Mary P. Ewing permit the said parties respectively to enter into the possession and enjoyment of their said portions of said estate as tenants in common.

10. As to the account on file, and reported upon by the master, for advances made by Martin Baum for the Port Lawrence company, the court find that the amount of the same, with interest to this time, is $2,063 96, which is chargeable upon the said trust estate; and the court further find, that the said claim is now held by the defendant, Alexander H. Ewing, and should be apportioned to the several interests in said property, except the proportion of the said Oliver and Williams, which has been satisfied. The proportions of said demand remaining to be satisfied are as follows, to wit:

| | |
|---|---|
| John Rowan to pay | $360 08 |
| John H. Piatt's heirs to pay | 320 38 |
| Robert Piatt to pay | 160 19 |
| J. G. Worthington to pay | 160 19 |
| Wm. M. Worthington's heirs to pay | 160 19 |
| Alexander H. Ewing's share | 721 29 |
| William Oliver's share | 120 36 |
| M. T. Williams' share | 60 18 |

And thereupon the court further decree, that the said John Rowan, the heirs of John H. Piatt, according to their portions ascertained in this decree; Robert Piatt, John G. Worthington, the heirs of Wm. M. Worthington, shall each pay the proportion of said account affixed to their names, with accruing interest, within five months, or in default, that execution issue against each for his or her proportion.

11. As to the claim set up by Robert C. Schenck's answer to lot numbered one, in the original plat of Port Lawrence, which was sold to William C. Schenck, and for which Martin Baum, trustee, in his life time, issued a certificate to Egbert T. Smith, who afterwards assigned the same to the said Robert C. Schenck, who now

holds it in his own right, the bill is dismissed without any prejudice to his, the [said] Schenck's right, and he has leave to withdraw from the files of this court his answer and other papers relating thereto.

12. As to the costs in this suit, it is ordered that the costs of this suit be paid by the defendants, according to their several interests ascertained by this decree, within four months, into the hands of the clerk, one docket fee only to be taxed, and that to the complainant; and in default of payment, execution may issue as [by] law. And the court allow to master Perry the sum of six hundred and eighteen dollars for his services [and] expenses, to be taxed in the costs; of which there has been paid to him fifty dollars by the defendant, A. H. Ewing, and fifty dollars by the said Robert Piatt, the balance of the allowance only to be paid said Perry, and the said Ewing and Piatt to be credited with their said advances. And the court allow to the master Mansfield, to be taxed, the sum of seventy-five dollars for his services in this case.

*Allowance of appeal.*

And thereupon came the said defendants, William Oliver and Micajah T. Williams, and pray the allowance of an appeal from this decree to the Supreme Court of the United States; and the court being satisfied, by evidence, that the value of the property in controversy exceeds $2,000, it is ordered that the appeal be allowed, upon the said Oliver and Williams entering into bond, within 60 days from this day, in the penal sum of $6,000, conditioned according to law in the case of appeals, with Bellamy Storer and James C. Hall as security, the court being satisfied with such security as sufficient.

And afterwards, to wit, on the twenty-sixth day of September, one thousand eight hundred and forty-two, the said Oliver and Williams filed in the clerk's office of said court the following bond, executed in pursuance with the order of court, to wit:

*Bond.*

Know all men by these presents, that we, William Oliver, Micajah T. Williams, Bellamy Storer, and James C. Hall, are held and firmly bound unto Robert Piatt, for the use of himself and Alexander H. Ewing, John G. Worthington, John Rowan, Alice Worthington, executrix and trustee of William M. Worthington, Benjamin M. Piatt, Abraham S. Piatt, Hannah C. Grandin, John P. Dun, George Dun, Strange S. Dun, Hannah M. Tousey, Sarah Jane Layton, Francis E. Smith, and Adam C. Smith, heirs of John H. Piatt, deceased, Philip Grandin, Mary P. Ewing, Egbert T. Smith and Sarah R. Smith his wife, Nathaniel G. Pendleton, William J. Van Horn and Margaret Van Horn his wife, John Spencer and Susan Spencer his wife, Samuel Perry, as administrator of Martin Baum, deceased, Jacob Burnet, administrator of William C. Schenck, deceased, and William J. Van Horn, administrator of William Barr, deceased, in the sum of six thousand dollars; to the payment of

which, well and truly to be made, we do hereby jointly and severally, bind ourselves, our heirs, executors, and administrators.

Sealed with our seals, and dated this third day of September, A. D. 1842.

The condition of this obligation is such that, whereas the said William Oliver and Micajah T. Williams have taken an appeal from a certain decree rendered in favor of the said Robert Piatt, Alexander H. Ewing, John G. Worthington, and others, in the circuit court of the United States within and for the 7th circuit and district of Ohio, in a suit wherein Robert Piatt was complainant, and William Oliver, Micajah T. Williams, Alexander H. Ewing, John G. Worthington, John Rowan, and others, were respondents, at the July term thereof, A. D. 1842, to the Supreme Court of the United States. Now, if the said William Oliver and Micajah T. Williams shall pay the full amount of the condemnation in said Supreme Court, and costs, in case a decree shall be entered therein in favor of the appellees, then this obligation shall be void, otherwise in full force and virtue in law.

WILL. OLIVER, [L. S.]
M. T. WILLIAMS, [L. S.]
BELLAMY STORER, [L. S.]
JAMES C. HALL. [L. S.]

Witness:

Whereupon the parties, by their solicitors, made and filed the following agreement, to wit:

ROBERT PIATT
vs.
WILLIAM OLIVER, MICAJAH T. WILLIAMS, and others.

It is agreed that books Y and Z, referred to in the master's report, be omitted from the record, inasmuch as all the matter contained in said books relevant to the case is correctly set forth in said report. It is also agreed that the several receipts for *taxes*, referred to and filed in this cause, be omitted from the record, as the same are correctly abstracted in the master's report.

N. B.—If it should be deemed necessary hereafter to have the above books and papers certified up, the same may be so done; in which event, they are to be considered as part of the record.

THOMAS SCOTT, T. EWING,
For OLIVER & WILLIAMS,
JOHN C. WRIGHT,
Per CRAFTS J. WRIGHT.

Nov. 14, 1842.

THE UNITED STATES OF AMERICA,
*District of Ohio, ss:*

I, William Miner, clerk of the circuit court of the United States within and for the 7th circuit and district of Ohio aforesaid, hereby certify that the foregoing (501 pages) are truly taken and copied from the records of the proceedings of said court.

In testimony whereof, I do hereto subscribe my name and affix the seal of said court, this 28th day of December, A. D. [L. s.] 1842, and of the independence of the United States the 67th.

Attest: WM. MINER, *Clerk.*

Filed 11th January, 1843.